

, 'wireless harm' or 'radar'

Inquiry Closure Date	HUD Filing Date	Non-Disclosure Agreement Signed Date	Closure Date	Closure Reason
	04/27/00		02/26/01	No cause determination

11/13/00

No Valid  
Issues

	08/15/01		02/08/02	Conciliation/settlement successful
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10/29/01				Failure to respond by claimant





	03/21/03		08/05/03	Conciliation/settlement successful
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	05/07/03		09/02/03	No cause
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	05/07/03		05/02/03	determination
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	05/07/03		05/02/03	determination
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	05/07/03		05/02/03	determination

	07/15/03		03/11/04	Dismissed for lack of
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	07/10/03		03/11/04	lack of jurisdiction
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	09/25/03		04/26/04	No cause determination
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	12/01/03		06/25/04	No cause

	12/01/03		03/23/04	determination

	12/01/03		03/23/04	determination
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	12/01/03		03/23/04	determination

	06/24/04		10/22/04	No cause determination
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01/23/06				Failure to respond by claimant
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03/19/07				Not Timely Filed

01/09/08

10/22/08

No cause  
determination



02/17/09				No Valid Basis
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03/30/09

No Valid Basis

	04/19/10		12/21/10	No cause determination
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	10/14/10				
			01/26/11	No cause determination	


	09/23/10		05/26/11	No cause determination
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11/26/10

No Valid  
Issues

01/02/12

No Valid  
Issues

	00/00/10		00/00/17	No cause





	08/23/13		02/16/17	No cause determination
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05/13/13				Decision by claimant not to pursue
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10/29/14

No Valid Basis

09/30/14

No Valid  
Issues

02/19/15

No Valid Basis

09/29/16

Other  
Disposition



01/06/16

No Valid  
Issues





01/06/16

No Valid  
Issues





01/07/16

No Valid  
Issues



03/14/16

No Valid Basis



03/08/16

No Valid  
Issues





06/07/16

09/22/16

No cause  
determination



07/22/16

02/28/17

No cause  
determination



08/03/16

Other  
Disposition































10/18/16				No Valid Issues
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11/07/16				Failure to respond by claimant
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09/30/16

No Valid Basis









	11/16/16		02/21/17	No cause determination
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	12/05/16		03/14/17	No cause determination
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	12/05/16		04/04/17	Dismissed for lack of jurisdiction
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01/20/17

Other  
Disposition

01/23/17

06/22/17

No cause  
determination



04/13/17

No Valid  
Issues





07/11/17

No Valid  
Issues

07/11/17

No Valid  
Issues

07/11/17

No Valid  
Issues

09/05/17

No Valid Basis









































09/25/17				Failure to respond by claimant
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10/13/17

No Valid  
Issues

09/14/17

No Valid  
Issues

09/13/17

No Valid  
Issues

09/13/17

No Valid  
Issues

09/13/17

No Valid  
Issues

08/03/18

No Valid Basis

09/07/18

11/26/18

No cause  
determination



10/29/18				No Valid Issues
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11/23/18				No Valid Issues
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12/20/18				No Valid Issues
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02/21/19

No Valid  
Issues

04/04/19

No Valid  
Issues



04/05/19

No Valid  
Issues



06/19/19

No Valid  
Issues

09/06/19				Failure to respond by claimant
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	10/01/19		06/29/21	No cause determination
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	10/15/19		12/03/20	No cause determination
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12/05/19				No Valid Issues
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07/17/20

No Valid  
Issues





	06/30/20		10/07/20	No cause determination
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07/28/20				No Valid Issues
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**Allegations**

**Party Type**

Complainant and the Aggrieved, alleged that they were forced to terminate their lease because the Respondent failed to provide reasonable accommodations for the wife's disability (b)(6) (b)(6)). Complainant states that the Respondent refused to provide him and his wife with a safe and livable environment, refused to treat the carpeting in their unit with anti-micro bacteria to eliminate pet odor from prior tenants, and refused to clean the unit to a level which the wife could tolerate due to her disability as discussed prior to leasing.

Respondent

Section: 818 Issue: Intimidation Basis: None Alleged Allegation: Stalking The complainant alleges the respondents are discriminating against him by pointing floodlights, motion detectors, and surveillance equipment at him from their property. The complainant further alleges the respondents are subjecting him to radiation bombardment and signals with electronic guns and with stalking and harrassing him.

Respondent

I have (b)(6). In a 1992/1993 complaint, the Chickasaw Housing Authority made an agreement to keep the area around my duplex free of certain things. They have allowed a smoking resident to move into the other side of my unit and has allowed her to use weed killer which has negatively affected me. I contacted them about the situation and they have refused to take any steps. I believe I am being discriminated against because of their refusal to make a reasonable accommodation for my disability.

Respondent

<p>I have (b)(6) and (b)(6) and am (b)(6) due to (b)(6) and they know this and now they say I am not complying with their program which is not true due to (b)(6). I am not the same any more. I can't (b)(6).</p>	<p>Respondent</p>
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We were denied a reasonable accommodation for a Rental Assistance Program inspection on or about February 20, 2003. We believe our physical disabilities ((b)(6)), ((b)(6)), ((b)(6)) were in part a factor in this action.

We believe Respondent violated CT Gen. Stat. ?46a-64c(a) et seq., Title VI and VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. 3601 et seq., and the Americans with Disabilities Act, and 504 of the Rehabilitation Act of 1973, as enforced through Section 46a-58(a). I provide the following details: 1.The respondents are the

Respondent

Connecticut Department of Social Services, 25 Sigourney Street, Hartford, CT, Patricia Wilson Coker, Commissioner, Mary Cattnach, Supervisor; and John D'Amelia, President, J. D'Amelia & Associates LLC, 2 Lakewood Road, Waterbury, CT 06704, and the East Hartford Housing Authority, Terry Madigan, Executive Director, 546 Burnside Avenue, East Hartford, CT 06108-3511. 2.I, Betty Emerson, reside at 76 Westerly Street, (PO Box 263) Manchester, CT 06045. I am disabled by (b)(6), (b)(6), (b)(6), and (b)(6). 3.I live with my daughter, (b)(6) who also has the disability, (b)(6) (b)(6). 4.It is my understanding that in mid January '03 the East Hartford Housing Authority took over the administration of the State of Connecticut (Department of Social Services) Rental Assistance Program (RAP) from the Manchester Housing Authority because the Manchester Housing Authority became the owner of my residence. 5.Previously, for years, for the annual inspection of my apartment I have been accommodated by being able to photograph rooms and send them to the Housing Authority (my daughter and I cannot have people in our unit due to (b)(6)). 6.I spoke to Mary Cattnach, State DSS, about my concerns, on or about January 13, 2003. She stated there was no accommodation for inspection. 7.However, DSS, through its

agent J.D'Amelia Associates provided me a partial accommodation via its letter dated 1-23-03. I may provide the paperwork to the Housing Authority through the mail instead of personally going to the Authority, but for my apartment inspection, an inspector must enter my apartment. Photographs of my apartment are no longer acceptable. 8.I sent a letter of 1-30-03 to the DSS agent, J. D'Amelia requesting accommodations for the apartment inspection. I offered a compromise that allowed for the inspector to enter the 1st floor of the apartment, while providing for photographs for the 2nd floor. It is absolutely essential that our sleeping areas remain free from all exposure to chemicals and other sensitizing agents. Since the bathrooms are off the bedrooms, they cannot be seen without going through the bedrooms. Therefore, the entire second floor should be done photographically to prevent us from exposure to unnecessary risk. 9.J. D'Amelia, in consultation with DSS responded with letter of 2-20-03 stating they needed access to each room in the unit. They did agree to many of my requests, but still insisted on personal inspection of all rooms, including the second floor, where the bedrooms are located, which is not acceptable to us. 10.J. D'Amelia specifically denied my request for accommodation to photograph the 2nd floor and inspect the 1st floor. 11.J. D'Amelia did agree to send an inspector with no personal colognes, and who will not come in contact with pesticides. However, it is not possible to avoid all chemical substances, and entry by the inspector to the 2nd floor would result in negative consequences to our already fragile health (doctor's letters available). 12.I believe my accommodation request was a fair and reasonable compromise to accomplish the task

of inspecting the premises. I am familiar with cases across the country in which Housing Authorities have done the entire inspection by photograph or video tape ( or sometimes by just looking in windows) to accommodate patients with severe (b)(6) illness such as ours. In fact, it has been done for us in the past under the RAP program, by the Manchester Housing Authority, prior to their purchase of the building. Therefore, we know the in person inspection can not be "mandatory" as claimed by Respondents. 13.The Respondents actions have harassed us, caused us unnecessary worry about our health, and caused us extreme pain and humiliation, and denied us full benefit of the Fair Housing laws.

Complainants state they moved into Respondents property on 11/2/98. Complainants state they currently live on a two-story town house. Complainant, (b)(6) states she suffers from (b)(6) (b)(6) due to an injury suffered in 7/97. Complainant, (b)(6) states that she has a (b)(6) (b)(6) in her (b)(6) with (b)(6). This causes her to experience severe constant pain in her (b)(6) with (b)(6). Complainant, (b)(6) claims this pain is worsened by most activities and it is very difficult for her to climb the stairs of her residence. Complainant, (b)(6) state she has submitted doctor letters on January 3, 2001; January 18, 2001; and January 31, 2203 requesting to be transferred to a single level ground floor unit or a unit with an elevator due to her medical condition. Complainants state the Respondents have ignored

Respondent

their requests for reasonable accommodation. Complainants state the Respondents told them that it would take 5 to 10 years to have a first floor unit available. Complainants state that between 6/7/02, they became aware that there was a first floor accessible unit available and they were not notified or considered for the transfer to that unit. Complainants state that they recently became aware of another vacant first floor accessible unit available on (b)(6) behind her. Complainants state Respondents still has not considered them for the transfer. Complainants state the Respondent, Ms. Patricia Duffy verbally told them that they are #1 in the waiting list for an accessible unit. Complainants believe the Respondents have discriminated against them due to their physical disability by denying and ignoring the reasonable accommodation requests.

Respondent

Complainant stated she has a condition known as (b)(6). She is unable to be (b)(6). Complainant stated she has lived in property owned by Respondent for the past 9 years. In late 1995 early 1996 Respondent had renovations in her building and because of her condition; she reached an agreement and was relocated to Riverdale. Complainant stated she had an agreement from Respondent that specific conditions would have to be done prior to any other renovations being done in her current building. Complainant stated she had no prior knowledge about the current renovations and feels like she is a prisoner in her own home. Complainant stated her physician submitted medical documentation

Respondent



in 1994 and again in 2003 to let Respondent know what the current renovations would do to his client. Complainant believes Respondent has other property available that she can be relocated to until the renovations are done. Complainant states she was given no prior notice that the renovations were going to be done and on one occasions she came out of her apartment and there was some material covering the carpet and it made her sick. Complainant stated she had to call 911 and when the EMS workers arrived she had to be given (b)(6) Complainant states Respondent assured her the vents would be covered during the renovations too so the dust and other chemicals in the air would not be able to come on the floor that she lives on.

Respondent



The complainant alleges that she is mentally and physically disabled--that she suffers from an (b)(6) and (b)(6). Complainant lives at the property with a Section 8 voucher that she received from the Housing Authority of Cook County (HACC). Complainant alleges that respondent is attempting to obtain more than the contract rent from her because of her disability. Complainant also alleges the respondent kept her security deposit of \$560 and \$68 in rent she paid over the contracted amount. Further, complainant stated the respondent attempted to obtain HACC's portion of the rent from her and issued her a five-day notice in July 2003, in violation of HUD rules and because of her disability, when she did not pay.

Respondent

On August 16, 2003, I was hospitalized with (b)(6) and (b)(6). I believe this occurred because the management of my housing complex did not act on my request for an accommodation for my disability. When I moved into my unit in September 2000, I explained to the management that I had (b)(6) and (b)(6). I also gave them documents from my doctor, which substantiated my disability. I asked that they accommodate my disability by placing me in a unit where I would not be surrounded by smokers and persons that

Respondent

use a barbeque grill. Until recently, my accommodation had been met. Now, management has placed a person in the unit below mine who smokes and barbeques on his patio. The fumes from both activities come into my unit and have caused me to become ill. I have asked management to remedy this situation and they have been unresponsive to my request. I believe that the management of Hamilton Place Senior Living have violated my rights under the Fair Housing Act by not continuing to honor my request for a reasonable accommodation.

Respondent

Complainant states that he has been discriminated because he is African- American. Complainant states that the owner, ((b)(6)) of the apartment above his and his tenant ((b)(6)) are trying to harass him into selling his unit and moving out. Complainant states that they are doing this with the help of Second Columbia Terrace Condominium Association Board (Condominium). Complainant states he has written letters to the Board to complain about the harassment from ((b)(6)) woman who lives directly above him and the Board has not responded. Complainant states that the only communication he has received is from the board president Louis Pepe. Complainant states that Mr. Pepe was verbally abusive and accused him of being a pervert and suggested that he would be better off living in a private house. Complainant states that he is the only black owner in the development and the neighborhood has a strong crime presence. Complainant states that the ((b)(6)) woman has caused significant damage to the unit above hers. Complainant states that ((b)(6)), ((b)(6)) woman and ((b)(6)) have constantly harassed him by: 1) Making thunderous noise at night 2) Operating a heavy piece of machinery that causes the floor to shake 3) Operating a high powered, pulsing electronic device, which when pointed at complainant's unit, causes ((b)(6)) and ((b)(6)). According to Complainant's research there are cases where the members of crime organizations have used electronic devices such as microwaves with front doors torn off to harass and torment people they did not like. Complainant purchased a hand held radiation detector

Respondent

and when the device upstairs is running, the detector goes off the scale. 4) Invading his privacy by listening to his unit through common walls. Complainant has repeatedly repair cracks to his ceilings and to the walls near the ceiling. Complainant states that he would like the State to order the Condominium to take whatever action is necessary to force (b)(6) to disconnect and remove the floor shaking machinery and the electronic device that causes the head and body pain. All complainant wants is for his life to return to normal so that he can sleep in his own bed, without someone above him harassing him at all times. Complainant never submitted rebuttal.

The complainant is (b)(6). The complainant was sent a contact letter on 1/18/06. On 1/25/06 the complainant contacted FHEO and left a vm message. The complainant was contacted at the homeless center on 1/18/06, 1/23/06, and 1/26/06. As of 3/2/06 EOS has not received any further contact from the complainant. Recommendation - admin closure. Missing essential information. ===== Debbie Harmon interview notes 1/17/06 Claimant resides in H/A property and has been there 13 months. Claimant alleges that the residents in (b)(6) below him installed and are using equipment to shoot microwaves into his unit. Claimant can tell when they are doing it because his furniture heats up and if he doesn't get up, his body starts to also. Claimant will leave his unit and stay in a shelter. Claimant states that he has physical disabilities (b)(6) but no mental disabilities. Claimant stated that when he has his cousin stay with him, there are no microwave incidents because "they" don't want witnesses. Claimant stated that this started on 1-4-05 and the last time he reported it to the H/A was approximately 6 months ago and the H/A will not respond. On 1-17-06, the Claimant complained to the Manager, Mr. Quan, who told him he was too busy to address it right now.

Respondent



My daughter and I are being stalked by a radar satellite tracking system. The house at (b)(6) (b)(6) was owned by my grandparents (b)(6). They had gotten a home equity loan and had not paid off the loan prior to their passing. I continued to make payments on the home and to pay property taxes. The house was sold at a sheriff's sale in January 1999, because of several liens against the property including IRS liens. I have been attempting to get the property back but no attorney is willing to assist me and take my case..

Previous inquiry-162022 closed out as untimely filed. This inquiry will be closed also as untimely filed and the letter stating this decision will be sent certified mail.

Respondent

Complainant (b)(6) is a member of a class protected by the fair housing laws due to her handicap (b)(6) and (b)(6).

Complainant alleged that Respondents Debbie Newell manager of Tulip Cove Apartments and Hillary Craig of THDA discriminated against her based on her handicap-physical on November 5, 2007 when they did not find her suitable housing that did not have toxins in the unit, when they did not correct the problem and move her to a unit without toxins after she notified them of the problem and when they terminated her Section 8 voucher.

Respondent



Administrative Closure - LOJNO VALID BASIS The claimant moved into the subject four-unit building in 8/08. In 12/08, the claimant received a notice from management citing him for illegal activities, including using marijuana on the property, throwing trash, and disturbing neighbors. The claimant received a notice to vacate in 1/09 and a warning notice in 2/09 for not paying his rent, which the claimant admitted to not doing. The claimant stated he believed management wanted him evicted because of his race (African American) and his disabilities (b)(6)

(b)(6), (b)(6), (b)(6), (b)(6), (b)(6). However, during the phone interview with EOS on 2/12/09, the claimant first stated that management was not aware of his disabilities and then claimed that management should have been aware of his disabilities from his Section 8 worker. The claimant finally stated that the property manager learned about his disabilities from his previous landlord because his previous landlord followed his whereabouts using radio frequency radiation, microwaves, satellites, and neurofoams. The claimant stated that all this started with his previous landlord wanting to retaliate against him for filing a discrimination complaint with FHEO. (Inquiry No. (b)(6)/Case No. (b)(6); FHEO filed a complaint on 6/4/08 which was closed on 7/31/08 by HCRC with a no cause determination.) The claimant further stated that his previous landlord was in his apartment according to footprints left by his landlord. The claimant stated that he would get aggravated and would start yelling because his previous landlord taunted him using satellites and neurofoams. The claimant stated that his yelling prompted his neighbors to call the police. The claimant insisted that he was not mentally ill and that his previous landlord would continue tracking him for the next 10 years. During the phone interview, the

Respondent

claimant asked EOS to wait while he went on the computer to look up research pertaining to neurofoams, satellites, and tracking systems so EOS knew what he was talking about. EOS heard the claimant" yelling in the background. EOS then hung up. This inquiry is recommended for administrative closure due to insufficient evidence to suggest a valid basis under the federal Fair Housing Act.

Complainant states tha criminal activity is continuing to occur at her apartment complex. She indicates that she has been accused of false and bogus allegation about her religion. Complainant state that she has not informed anyone in her complex about her religion but has been a accused of belong to a cult. She feels that the management is trying to kick her out of the building. Complainant describes (b)(6) by another tenants friend. She states that these (b)(6) are coming from ray guns which are carried in pockets or bags. Complainant indicates incidents of vandalism and terrorism and feels it is suppoorted by the Montrose Police Departments.

ASSESSMENT OF INQUIRY: (b)(6) did not provide a telephone number with which to communicate with her. Based on the information provided, (b)(6) did not allege discrimination based on one or more of the seven protected classes covered complaint unfileable under the Fair Housing Act (the Act). Complaint unfileable under the Act. RECOMMENDATION: Closure. No valid basis. REFERRAL: Yes. Nontrose Police Department, U.S. District or State court, Private attorney. Received referral from HQ with same allegations but with copies of articles of domestic torture via radiation weaponry including info from GESTOP USA. No allegations of housing discrimination. Materials filed. No further communication is being initiated from the Regional Office. march 30, 2009 letter saying no jurisdictional to complainant) No reopening inquiry. EM

Respondent

Complainant resides in a rental unit (#(b)(6)) in the building located at (b)(6), New York, NY (b)(6). Complainant's apartment is on the (b)(6) of a (b)(6) building. Complainant is a (b)(6) year old African-American male who states that he suffers from multiple disabilities, including (b)(6), (b)(6), (b)(6), and (b)(6). According to Complainant, Respondent building management has documentation of his disability. Complainant alleges that Respondent has denied him equal terms, privileges, and facilities given to other tenants, harassed him on the basis of his sex, national origin, age, race, and disability, and endangered his wellbeing by isolating him in an unhealthy apartment. To support his allegations, Complainant reports that on the roof directly above his bedroom are a boiler, exhaust, fans, and other industrial equipment, which cause loud noises and exhaust fumes to come into his bedroom. He states that the boiler system creates potential health problems because it produces smoke, radiation, carbon monoxide, foul odor, and floating particles. This boiler system has two large pumps with multiple accessories attached. Complainant believes the accessories carry toxic gases, water vapor, and heat materials, alleged by him to be capable of transmitting radiation and airborne diseases. The boiler allegedly causes mildew to grow in Complainant's apartment, which he believes is the reason that such equipment is typically placed in the basements of residential buildings. Complainant states that the noise from this equipment and the resultant air quality are so unbearable that he must sleep on an air mattress near the entrance door of his apartment. He claims that he sometimes feels nauseous in his apartment, and can hear the boiler over the noise from his television and fan. Complainant has said that the exhaust runs along the sides of the building so that other residents on the top floor do not have exhaust fumes coming directly into their apartments. According to

Respondent

on the top floor do not have exhaust fumes coming directly into their apartments. According to Complainant, it feels as if he is being driven out from his apartment by these conditions. Complainant feels that he is being discriminated against, because residents of Hispanic origin are given preferential treatment in that they are assigned to what he believes are the building's better units on the lower floors. He claims that he was the first tenant to apply for housing in the building. He also claims that he is the first and only Black tenant in the apartment building. In the summer of 2009, Complainant allegedly filed complaints about his apartment with the Environmental Protection Agency, and in September 2009, he claims he filed a complaint with the Division against the New York City Housing Authority ("NYCHA"). Complainant states that in retaliation for making these complaints, about which the building staff knew, he has been harassed by Respondent's employees. He reports his belief that in retaliation for filing complaints, the building's janitors punctured his air mattress with what he believes to be either a screwdriver or a set of keys. He also claims that Respondent's employees have attempted to disrupt his health by pacing the floors at night to learn his sleep pattern, and then setting the "mechanical time and chemical time" of the building's industrial equipment to interfere with his sleep schedule.





The Complainant alleged the Respondents are discriminating against him by electronically monitoring his unit. He alleged that he can hear and feel the electricity or other radiation within minutes of entering his unit. The Complainant stated approximately two weeks ago he heard a grinding or drilling noise in the floor beneath his unit between the living and bedroom, and he can hear buzzing from that area as he sleeps. Complainant alleged he has experienced similar monitoring in two other HUD subsidized units he has occupied since moving to St. Louis. Complainant believes the Respondents' continuous monitoring of his movements while in his unit are due to his race, African American, and his sex, male.

Respondent

Complainant is a HCV holder (Shelby Co H.A.) and a resident of Sycamore Creek Apartments since 2001. Complainant has submitted several letters from her doctor explaining that she suffers from (b)(6), (b)(6), and (b)(6). Complainant should avoid any exposure to inhaled irritants, fumes, dust, strong cleaning solutions and smoke. Complainant wrote a letter to management dated July 2, 2009 requesting that they do not move in smoking tenants into Apartment # 7 (Complainant occupies Apt # 6) where she has paid for the use of safer paints for its turnover (for rental to future tenants) which she claims was a financial burden to her. Complainant also requested that the entire building be

one claim was a material concern to her. Complainant also requested that the entire building be smoke free in the future and that current smoking tents be relocated to another building as their leases expire. To date Respondent will not provide Complainant the non-smoking resident accommodation. Complainant has submitted other medical statements regarding her disability and accommodation needs. Management refused to correct and change the recertification documents in regard to the pages that ask "Is there a disabled member in the household?" Management checked "No" in the box; Complainant wanted the box corrected to state, "Yes" before she signed it. Management refused. There is also a box on the lease form asking to describe any special disability needs and Complainant's need to be accommodated. Management refused to make either correction. Further, a Mold Addendum was added to tenants' lease requesting that they first attempt to remove the mold themselves with chemicals before calling management to assist. Complainant stated that she is unable to comply due to her (b)(6) and asked that the addendum be modified so that she does not have to remove the mold herself. Complainant received an eviction notice on August 12, 2010 to vacate the premises by September 30, 2010, because Respondent states they were unsuccessful in their attempt to recertify Complainant. Furthermore, Respondent states that Complainant was noncompliant. Complainant states that Respondent has sought Complainant to sign an agreement no later than December 9, 2010, whereby Complainant agrees to vacate her apartment next year. If Complainant does not move out, they will evict Complainant, and they will not renew her lease. Complainant feels that this is discriminatory and retaliatory.

Respondent

Complainant Street reports that respondent Akamine is using two Sum Microsystems satellites to radiate and implant the complainant, in order to retaliate against the complainant for complaining about an eviction that occurred in July 2008. The eviction was because the complainant was yelling and making noise disturbing the neighbors due to the use of these radiation devices by the landlord Akamine. The respondent is presently using "A-1 and N-1 targeting systems through Time Warner." Street has found all these systems on the internet. Everything that happened can be documented by the complainant. LOJ - Unbelievable story; complainant is not credible.

Respondent

Complainant states she has (b)(6) and (b)(6).  
Complainant alleges her upstairs neighbor, (b)(6), is secretly putting an invisible apparatus into her mouth, nose and ears while she sleeps. This invisible object also secretes a liquid that hardens into a rubber compound and has been injected into her mouth and ears. Complainant has had to force herself to vomit to get this compound out of her body. Complainant stated the

apparatus is attached to an invisible string which Complainant believes (b)(6) guides down through her ceiling. Complainant cannot find any holes in her ceiling but believes (b)(6) must repair the holes quickly. Complainant also alleges (b)(6) uses some kind of a radar device that renders Complainant (b)(6) due to her (b)(6). Complainant alleges that while she is (b)(6) (b)(6) uses the invisible apparatus to secrete the compound into her. Complainant alleges the Respondent Newport Housing Authority is involved in what (b)(6) is doing to her. Complainant alleges Respondent has been putting chemicals in the water supply to poison her. Complainant also alleges Respondent has bugged her apartment and telephone. Complainant alleges part of the reason why this is being done to her is because there are many in the building that practice witchcraft and these people want to use her apartment as an altar for their ceremonies. Complainant states she cannot contact police regarding these matters as she used to hold secret clearance with the police and worked undercover on major operations. If Complainant contacts police, she could blow her cover and there are contracts out on her life. Complainant also was in an abusive marriage and does not want her husband finding her. Complainant states she has not contacted Respondent Newport Housing Authority about these allegations as they already know because they are involved in all this.

Respondent

Complainant (b)(6) owns a single family home at (b)(6) in Port Saint Lucie, St. Lucie County, Florida. She identified herself as a person with multiple (b)(6) disabilities, belonging to a class of persons whom the Fair Housing Act ("the Act") protects from unlawful discrimination because of her disabilities. Water service and metering for her home is provided by the Respondent City of Port Saint Lucie, Florida ('the Respondent City'), by and through its Respondent City Council and Respondent Utility Systems Department. According to the complainant, on April 6, 2013, The Respondent City installed radiofrequency (RF) radiation-emitting water Smart Meters in the complainant's neighborhood. The complainant refused to have a Smart Meter installed at her home, retaining the original analog meter, but she asserts that the installed Smart Meters in her neighborhood emit RF radiation which aggravates the complainant's (b)(6) disabilities. On April 7, 2013, the complainant sent a written reasonable accommodation request to the respondents. The complainant's letter explained the negative effects of the Smart Meters on her health and was supplemented by a letter from her physician confirming the nature and extent of her disabilities. As a reasonable accommodation for the complainant's disabilities, the complainant's physician stated it was necessary that: '1) no Smart Meters or other EMF/RFR-emitting devices be placed on her home or property; 2) All Smart Meters or other EMF/RFR-emitting devices within a 300 meter (975 foot) radius of her home be replaced with analog or non-EMF/RFR-emitting devices; and 3) No Smart Collector Meters or Area Network devices that emit EMF/RFR be placed within a 600 meter (1950 foot) radius of her home. Those already in place should be removed and replaced with analog or non-EMF/RFR-emitting devices.' The complainant

Respondent

requested a written response to her request within 10 days of her letter. None of the respondents responded in writing to the complainant's request, although an attorney for the Respondent City's Utility Department contacted the complainant by phone on April 10, 2013 and denied the requested accommodation, reportedly stating that the Respondent City would not remove the Smart Meters from the specified radius of the complainant's home. The complainant is aware of other city residents who suffer from the same disabilities and have also made the same unsuccessful reasonable accommodation requests. During open meetings held on April 22, 2013, the Respondent City Council allegedly ignored the pleas of these other ill residents, claiming that affected residents had been fully accommodated. On May 22, 2013, the complainant submitted a written appeal of the denial of her reasonable accommodation request. On May 30, 2013, the complainant received a letter from the attorney for the Respondent City. The letter advised the complainant that under applicable city ordinances, in order to make her reasonable accommodation request, she was required to appear before the City Manager and provide evidence of her disabilities and need for the requested accommodation. The complainant has already provided the necessary information and asserts that the Respondent City's requirement of a personal appearance is designed to deter people with disabilities from exercising their fair housing rights. The complainant alleges that based on disability, the respondents collectively have discriminated against her, denied her reasonable accommodation request, and have sought to deter the exercise of her fair housing rights, in violation of Sections 804(f)(2), 804(f)(3)(B), and 818 of the Fair Housing Act and Section 504 of the Rehabilitation Act of 1973.

Respondent



Complainant (b)(6) owns a single family home at (b)(6) in Port Saint Lucie, St. Lucie County, Florida. She identified herself as a person with multiple (b)(6) disabilities, belonging to a class of persons whom the Fair Housing Act ("the Act") protects from unlawful discrimination because of her disabilities. Electricity for her home is provided by the Respondent Florida Power & Light Company ("Respondent FPL"). According to the complainant, on January 24, 2012, Respondent FPL installed radiofrequency (RF) radiation-emitting Smart Meters in the complainant's neighborhood. The complainant refused to have a Smart Meter installed at her home, retaining the original analog meter, but she asserts that the installed Smart Meters in her neighborhood emit RF radiation which aggravates the complainant's (b)(6) disabilities. The complainant noted that Respondent FPL allows its customers to permanently opt out of having Smart Meters installed, but Respondent FPL reportedly advised its customers they would be charged an as yet undetermined fee for doing so. On March 6, 2013 and April 7, 2013, the complainant sent written reasonable accommodation requests to Respondent FPL and its senior counsel. The complainant's letters explained the negative effects of the Smart Meters on her health and were supplemented by a letter from her physician confirming the nature and extent of her disabilities. As a reasonable accommodation for the complainant's disabilities, the complainant's physician stated it was necessary that: '1) no Smart Meters or other EMF/RFR-emitting devices be placed on her home or property; 2) All Smart Meters or other EMF/RFR-emitting devices within a 300 meter (975 foot) radius of her home be replaced with analog or non-EMF/RFR-emitting devices; and 3) No Smart Collector Meters or Area

Respondent

Network devices that emit EMF/RFR be placed within a 600 meter (1950 foot) radius of her home. Those already in place should be removed and replaced with analog or non-EMF/RFR-emitting devices.' In addition to this information, the complainant requested that she not be charged any opt out fee, expressing her belief that she should not be charged a fee for a needed reasonable accommodation. On April 19, 2013, Respondent FPL wrote her a letter denying her reasonable accommodation request. The letter acknowledged that Respondent FPL had not installed a Smart Meter on the complainant's property, at her request, but it ignored the request to remove Smart Meters within the specified radius of the complainant's home. The respondent's letter also disputed that the opt out fee has the effect of penalizing the complainant for her reasonable accommodation request and maintained the respondent's intention to charge the fee. The complainant alleges that based on disability, the respondent discriminated against her and denied her reasonable accommodation request, in violation of Sections 804(f)(2) and 804(f)(3)(B) of the Fair Housing Act and Section 504 of the Rehabilitation Act of 1973. Section: 804(b) Issue: Discriminatory Terms and Conditions: Basis: Race (African American) Allegation: Failing to Repair or Replace Stove Complainant alleged Respondents are discriminating against her by failing to repair or replace her stove. Complainant states "I have had a defective stove in my apartment unit since the day I moved in on January 26, 2010. I have continuously notified Lakes At Lionsgate that my stove was defective. Each time I reported the issue to Lakes At Lionsgate, maintenance personnel would come out to investigate, do this or that and leave saying the stove was working fine. I have had four small grease fires in my apartment over

Respondent

the past three years as a result of the stove being defective. Not only did I report each of these instances to Lakes At Lionsgate, the flames from one of the fires left visible fire damage on the microwave that sits above the stove. I am attaching all of the maintenance request receipts I have received regarding the stove, dating all the way back to 2010. I should have tons more maintenance service receipts but maintenance personnel seldom document repeat service requests. Finally after two years of being denied a new stove, I simply asked if I could purchase my own stove to replace the existing stove. I was told that I could not purchase a new stove because my existing stove had been fully repaired. Nevertheless, I almost had a fifth grease fire in my apartment on yesterday. Once I secured the area, I immediately called Lakes At Lionsgate while the stove was still malfunctioning and asked them to send maintenance personnel right away to witness the issue I have been reporting for the past three years. Sadly enough, just like all the other times I have waited for maintenance personnel to show up, I left the stove on for hours and no one came. Finally, I called 911 for the first time as a last resort. Please see the attached fire report prepared by the Fire Captain of Overland Park, KS that responded to my address on yesterday. He clearly states in his report that when the heat regulator knob is turned on low, the temperature escalates to the highest temperature without warning. I believe Lakes At Lionsgate continually refuses to provide the safe environment it guaranteed in my lease because I am Black. There are numerous empty units on this property with fully functional stoves but I have repeatedly been denied a replacement stove or the ability to purchase of a new stove with my own funds."

LOJ- No Valid Basis Cp lives in a condo unit she owns. Cp was informed by R that they would be installing 20 meters directly outside her bedroom unit. These meters, Advanced Meters, are wireless, RF radiation emitting devices that emit pulsed, microwave radiation and the complainant alleges that these devices pose a grave danger to her health and safety. Cp requested the meters remain analog meters or the Advanced meters be moved away from her unit because she is a (b)(6) and exposure to the Advanced meters would create a health risk and severely impact her health and quality of life. Cp alleges that experiences (b)(6) and (b)(6) (b)(6) when exposed to wireless devices, as well as cell towers and the like. R informed Cp that she could opt out of the Advanced Meter installations, but would have to pay an initial \$75 and a monthly \$10 fee for each meter. Cp has failed to identify a disability that substantially limits a major life function that would be affected by the installation of the Advanced Meters. Cp's allegation, and doctor's medical documentation provided by Cp, that exposure to wireless meters emit radiofrequency (RF) radiation increases her (b)(6) risk has not been supported by federal government entities or courts in Region IX.

Respondent

RFI. Referred to Tax Credit Allocation Committee. Cp stated she is concerned about metering by the city and construction work nearby, excessive noise because of construction and the machines that they use for it. The cp alleges the manager wires the rooms of the units including her. She complains about radiation and noise by this electronic device. The manager denies this accusation. Cp alleges the manager defrauded her with the check which she used to pay the rent. Cp sounds incoherent or medicated, not making sense. Not claiming a basis under the FHA.

Respondent

LOJ - No valid basis Cp claims that he is experiencing diminished health because of radiation emitted by a digital "Smart Meter" installed by the Arizona Public Service (APS) two years ago. APS is a retail utilities provider. Cp claims that he was never given the opportunity to deny or allow the installation of the offending meter. Cp wants the meter removed. Disability as a protected basis not raised. Further, there does not exist any reasonable nexus between the proximity to a "Smart Meter" and the exacerbation of any disabling condition. "A smart meter is usually an electronic device that records consumption of electric energy in intervals of an hour or less and communicates that information at least daily back to the utility for monitoring and billing. Smart meters enable two-way communication between the meter and the central system."

Respondent

This inquiry is a duplicate of HUD Section 504 Case #05-15-0006-4. It is also a duplicate of 501594, which was closed as a duplicate. Referral to PIH.

A review of the HEMS revealed that Complainant filed a complaint in November 2014, which was accepted for investigation under case number 05-15-0006-4. A no cause determination was issued because the fact revealed that Complainant was issued a denial to the Section 8 program in January 2014 and he did not file the complaint until November 2014, which is outside the 180 statute of limitations under Section 504. It was explained to Complainant that his allegations continue to reference his denial from 2014 due to him owing money to Respondent. It was also explained that the fact that Complainant continues to file an application and get the same denial answer does not make his claim timely. Complainant did not understand what was being explained and asked that EOS Kyles contact Karl Crawford, which he states is his representative. He also asked that a copy of the letter be sent to Mr. Crawford, but he did not have an address. Complainant provided an undated address. It was also explained that he can contact PIH for additional assistance with this issue.

Respondent

Complainant states that on October 14, 2015, Respondent violated his FHA rights. He states that Respondent indicated that he owes money to them. Complainant states he was not given the origin of the alleged debt. Respondent demanded his financial records for the last 20 years. Complainant states he lives with a mental and environmental illness. Complainant states that the calculation comes from legal disbursements from a trust, which were not to be counted to compute his Section 8 rent. Complainant asked for assistance with appealing the decision, but was told that there was no way to appeal other than file in court.

DATE: January 5, 2016

MEMORANDUM TO THE FILE

Case Name: (b)(6) v. United Water & (b)(6) v. John Chures

Inquiry No.: 501746 & 501752

The above-referenced inquiry lacks jurisdiction and is recommended for closure for the reason stated:

- ☐ Untimely filed (A)
- ☐ Invalid bases (B)
- ☒ Invalid issues (C)
- ☐ Failure to respond (D) ☐ Unable to locate claimant (E)
- ☐ Withdrawal to attempt Informal resolution (F)

Respondent

☐ Decision by claimant not to pursue/withdrawal (G)

☐ Other (H):

☐ No standing

#### COMMENTS:

In both of the above referenced inquiries Complainant's claims she and her family are being discriminated against by Respondents (United Water and their neighbor John Chures) due to exposing them to alleged electro magnetism to which they are sensitive. Complainant asserts this alert alleged sensitivity to electromagnetism is a disability. This alleged electromagnetic sensitivity includes the use by others of cellular phones, Wi-Fi, utility meters among other examples provided by Complainant. There is no evidence that Respondents, both the utility company as well as Complainants neighbor, are emitting radiation (from Wi-Fi, cell phones and wireless utility meters), exposing Complainant and her children differently than other any other person, plant or animal is exposed to the same amount of radiation, in excess of the levels that are tolerable, as determined by the authorities who license the operation of these devices.

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Civil Rights Analyst

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Chief, Intake/Assessment Branch



U.S. Department of Housing and Urban Development

Office of Fair Housing and Equal Opportunity  
Thomas P. O'Neill, Jr. Federal Building  
10 Causeway Street  
Boston, Massachusetts 02222-1092

Respondent

New England

DATE: January 5, 2016

MEMORANDUM TO THE FILE

Case Name:  v. United Water &  v. John Chures

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  - ☐ No standing

COMMENTS:

In both of the above referenced inquiries Complainant's claims she and her family are being discriminated against by Respondents (United Water and their neighbor John Chures) due to exposing them to alleged electro magnetism to which they are sensitive. Complainant asserts this alert alleged sensitivity to electromagnetism is a disability. This alleged electromagnetic sensitivity includes the use by others of cellular phones, Wi-Fi, utility meters among other examples provided by Complainant. There is no evidence that Respondents, both the utility company as well as Complainants neighbor, are emitting radiation (from Wi-Fi, cell phones and wireless utility meters), exposing Complainant and her children differently than other any other person, plant or animal is exposed to the same amount of radiation, in excess of the levels that are tolerable, as determined by the authorities who license the operation of these devices.

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Civil Rights Analyst

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Chief, Intake/Assessment Branch

Complainant contacted HUD saying that she has had many months of dispute with National Grid and the Town of Hamden regarding the streetlight outside her house. Complainant states that she has (b)(6) and (b)(6) including to (b)(6). The streetlight has a sensor that detects when the sun has gone down and turns the light on. Complainant states this seriously affects her health. She provided a letter from her doctor to the town in support of her request to turn off the streetlight.

For a while the town had ordered the streetlight to be turned off as a reasonable accommodation for Complainant. The Board of Selectmen reconsidered this after neighbors had complained that the lack of the streetlight affected the safety of the surrounding area and the street light was turned back on December 26, 2015.

Reasonable accommodations cannot be granted that threaten the health and safety of other residents. HUD will not second-guess the Town of Hampden's decisions about necessary lighting of the city streets. There are no issues for HUD to investigate.

Respondent

LOJ - No Basis. Cp denied access by the Respondent Board of Directors to discuss nexus of the disability with prescribing physician.

[illegible]

Complainant, (b)(6) is disabled as defined by the federal Fair Housing Act. Respondents are Seabreeze Management Company, Inc. and Niguel Ranch Homeowners Association (HOA).

On or before the beginning of June 2015 Complainant notified Respondent Seabreeze Management that she was disabled with a serious disability that was negatively effected by the microwave "smart metering systems" which remotely control the deliver of water and other utilities. Complainant requested that the use of this kind of metering system be removed from existing landscape watering system installed in her neighborhood and withdraw the addition of a new line near complainant's home.

On or about June 10, 2015 Complainant delivered a medical verification from complainant's doctor supporting her requests to the Board of Directors of Respondent HOA. At the same meeting Complainant was informed that installation of the new line was cancelled, but the HOA denied the request to remove the existing metering system. On or about July 1, 2015 Complainant denied permission for the Respondents to access detailed diagnostic medical information from Complainant's doctor.

In or around December 2015 Complainant discovered that the proposed smart metering system may have been installed in the watering line near Complainant's home after her meeting with the Board of Directors. Complainant later got confirmation of the installation from Respondent's attorney.

Respondent



"CPS Energy refuses to opt me and my neighbors out of smart meters that emit harmful radiation solely because I don't live in single family housing, but in an apartment complex, creating a Jim Crow effect "separate but equal" even though we are charged the same rates as homeowners, and we receive the same electricity as home owners. It should be noted that a majority of residents of color, and with disabilities reside solely in apartments, and I solely believe this sets a dangerous precedent in violating the civil liberties of a individual, and the CPS policy undermines the goal of Fair Housing. I have contacted CPS energy numerous times to accommodate my disability, however because I do not reside in a house, my requests for accommodation were both ignored and denied. The existing meter is an adaptive device pursuant to TX HUMAN RES CODE CHAPTER 42, SECTION 121, and the Federal Americans with Disabilities Act. CPS energy retaliated against me by sending my a prerecorded message on a toll free number in violation of the Telephone Consumer Protection Act of 1991, which said they are going to install smart meters in the next couple of days."

Respondent

+++++

03/08/16 - INQUIRY CLOSED - NO VALID ISSUE - The Respondent does not provide housing and is not a covered entity.



Complainant (b)(6) is Asian (b)(6) and has a (b)(6). Complainant has difficulty (b)(6) on the phone, and requires (b)(6) to understand. Complainant was a tenant at the Klahanie Apartments in Bellevue, Washington, where he began residing in March of 2012. At the beginning of tenancy, Complainant pre-paid the last month's rent to Respondent.

During his tenancy, Complainant discovered that the coiled electric heater in his unit and in the surrounding units was emitting radiation and causing him to feel unwell. Complainant was on a month-to-month tenancy, and decided to vacate to mitigate the damage to his health he believes was caused by the heaters. He began seeking out Respondent manager to provide notice of intent to vacate, and was not able to locate Respondent, despite going to the office multiple times. Complainant left notes for Respondent several times. The notes disappeared, so Complainant believes Respondent received them, yet never followed-up with Complainant. Complainant also called Respondent and left messages several times about wanting to vacate, but Respondent did not return his calls. Complainant vacated on December 30, 2015. Complainant left a single discarded cushion in the garage, in a location where Respondent had a history of permitting residents to leave large items for a local charity to pick up as donations. On January 22, 2016, Complainant finally reached Respondent by phone about the return of his pre-paid last month's rent. Respondent was very rude to Complainant, and spoke too quickly for Complainant to understand; when Complainant asked Respondent to speak slowly and more clearly due to his

(b)(6)

(b)(6) Respondent hung up the phone. Respondent refused to return the rent balance to Complainant. Complainant contends that Respondent does not charge Caucasian, non-disabled tenants for leaving items in the garage area for donations, does not avoid communication with them so they are unable to terminate their tenancies, and does not retain their tenant account credits when they vacate. Complainant alleges he has been subjected to discriminatory terms and conditions based on disability and race, in violation of the Washington Law Against Discrimination and the Federal Fair Housing Act.

Complainant: I declare under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

Respondent



The Complainant alleges that because of her disability, the Respondent failed to make a reasonable accommodation.

The Complainant alleges that she is an individual with a disability as defined by the Fair Housing Amendments Act of 1988 and that she made this known to the Respondent via medical documentation to support her reasonable accommodation request.

The Complainant alleges that the subject dwelling is located in Baltimore County, Maryland. The Complainant alleges that the Respondent is responsible for the water service in Baltimore County.

The Complainant alleges that on or about 2014, the Respondent replaced the old electro-mechanical analog water meter in the subject dwelling with a digital smart water meter.

The Complainant alleges that the digital smart water meters emits radio-frequency microwave radiation that is affecting her disability and resulting in her not being able to live at the subject dwelling.

The Complainant alleges that from 2014 to June 13, 2016, she asked the Respondent to remove the smart water meter and other equipment sending radio frequency radiation that they are responsible for from the subject dwelling and from the homes adjacent to the subject dwelling and replace it with an electromechanical analog water meter as a reasonable accommodation for her disability.

Respondent

The Complainant alleges that from on or about 2014 to June 13, 2016, the Respondent conveyed to her that they are converting to the digital smart water meter and that there is no exception.

The Complainant alleges that to date, the Respondent has not provided her with reasonable accommodation and as a result, she is not able to live in the subject dwelling because the radiation from the digital smart water meter is affecting her disability.

My children and I are being discriminated against by National Grid. The company is imposing a surcharge on me for accommodating my family's disability. I have substantial evidence of our disability and letters from our physicians that I can provide copies of.

I'm being charged an extra fee ("opt out fee") for requesting the removal of meters from my home that contain EMF-emitting invoicing tools. We cannot have EMF-emitting utility meters on our home because of our disability, and both National Grid and RIPUC have been aware for several years that we require accommodation with meters that don't emit EMF, and in fact have accommodated our disability on multiple occasions.

I know I'm being discriminated against because I consulted both a representative at the ADA.gov hotline and an attorney, I've confirmed that surcharges to accommodate a disability are illegal per the Title II and Title III ADA Technical Assistance Manuals, and I also know I'm being discriminated against because of a phone conversation I had on July 8, 2016 with Al Contente of the Rhode Island Division of Public Utilities & Carriers (RIDPUC).

During that conversation (about another utility-related disability accommodation matter), Mr. Contente stated: "That docket was opened for you," referring to the docket that was opened and subsequently approved that gives National Grid the right to impose a surcharge on customers who "opt out" of an EMF-emitting utility meters. Mr. Contente confirmed that they (National Grid) specifically sought the tariff, and RIPUC specifically opened

Respondent

the docket and approved the tariff, BECAUSE OF ME. "It costs money," [to not have an AMR meter on your home] said Mr. Contente, implying that National Grid had to have some way to recoup those costs.

Mr. Contente confirmed what I'd always suspected, namely that RIPUC specifically opened the tariff after I contacted both RIPUC and National Grid about my family's disability. So the company actually sought (and RIPUC approved) permission to penalize me (and others like me) who are disabled by (b)(6)

On or about April 2011 I discovered that National Grid had installed an EMF-emitting electric meter (AMR meter) on my home. This meter was a barrier to access to our home and my children and I could not use a substantial portion of our dwelling and property without getting sick because of the meter's emissions. I confirmed the emissions via a consultant (Phyllis Traver) that I hired to take radio frequency (RF) measurements of both the electric and gas meters.

On or about May 13, 2011, I called National Grid to ask if either the gas or electric meters were wireless (EMF-emitting), making it clear that I was asking due to our disability and informing the rep that we must avoid exposure to EMF emissions. The rep confirmed what I already knew to be true&that the electric meter was indeed an AMR (EMF-emitting) meter. I explained this meter was a barrier to access to our home and I needed it replaced with an analog (non EMF-emitting) meter. The gas meter was not producing emissions when the consultant measured it. To the best of my recollection the National Grid rep said the gas meter was not an AMR and did not produce EMF emissions, so I had no reason to ask for its replacement. The rep kept trying

to reframe the conversation, claiming the radio frequency (RF) emissions coming from the electric meter were "safe," all equipment was "FCC approved," etc., all of which is irrelevant because we are disabled by (b)(6)

I sent National Grid a letter on June 15, 2011 providing evidence of my children's disability and requesting the electric meter be removed and replaced with an analog (non EMF-emitting) meter, followed by similar correspondence to RIPUC on July 15, 2011. I assumed if more information was needed (like an additional letter from my own doctor) I'd be asked for it. But given that only one person living in the house who is (b)(6) is needed to demonstrate the need for the accommodation--and since I'd already given both entities a letter pertaining to my children--it didn't seem necessary to also provide additional letters for myself. Nor did National Grid ask for any. I can certainly provide these to HUD though if necessary.

I requested that the electric meter be replaced with a non-EMF-emitting meter to accommodate our disability. National Grid immediately tried to reframe the conversation, claiming (via their representative, Frank Carro, who I spoke to by phone), that the emissions were [just like those coming from my refrigerator]--an irrelevant and completely false statement that appeared to be intended to "disappear" my disability as well as to stigmatize me and discourage me from the exercise of my disabled rights.

For the record, the 60 Hz radiation generated by my refrigerator and other household appliances doesn't bother us. Scientifically speaking, 60 Hz is nothing at all like the pulse modulated RF radiation being emitted by National Grid's AMR meters (a completely different type of emission that disables us and that we must avoid).



Per a letter from National Grid (Marisa Albanese) to me dated August 8, 2011, my disability accommodation was denied. Ms. Albanese reframed my disability accommodation request as a "concern" with the radio transmitter, and discussed the meter's "safety," and "federal standards" and other information that was completely irrelevant because I was not asking for information, I was asking for accommodation and the removal of a barrier to access to my home.

National Grid (via this letter) refused to replace the AMR meter with an analog meter that has no EMF emissions to accommodate our disability. I then sent an email to National Grid (Ms. Albanese) on August 27, 2011 seeking more information that I needed because of my disability, which based on my records she never responded to. This seemed to be yet another attempt to further discourage me from the exercise of my disabled rights. I then sent a consumer complaint to RIPUC on September 14, 2011 and finally received a letter from National Grid (Thomas Teehan) on November 28, 2011, saying the meter would be replaced. Meanwhile, MONTHS had gone by with continued injury to me and my children from these (b)(6) and we had been blocked from the safe use and enjoyment of our property while National Grid was "deciding" what to do.

National Grid (in my opinion) was violating (and continued to violate) our federally protected disabled rights for all those months. My children and I continued to be made sick by these (b)(6) while National Grid was deciding what to do, even though analog meters were readily available. This involuntary exposure to EMF (which was unavoidable, given the meter was on our house) led to a worsening of our condition.

National Grid finally replaced the electric meter (only after RIDPUC's intervention) with a non

EMF-emitting meter. The installation took place on December 9, 2011--six months after my initial request. (I can provide emails and utility bills documenting the meter change). Injury was ongoing the entire time National Grid was "deciding" whether to replace the meter wireless metering like everyone else can because the EMF emissions from these meters make us sick and worsen our medical condition.

If you carefully read National Grid's tariff filing with the RIPUC dated July 13, 2012, (which I can provide a copy of), you will see it was actually National Grid's intent to penalize disabled people like us who can't be exposed to these emissions. They admit in that filing (on pg. 3) that there are manual read meters that "exist for some reason other than customer request" and that the new tariff charges "would not apply" to those meters. So it appears by their own statements some people are not being charged extra for a non-wireless meter, but I am being penalized and charged extra for one because of my disability.

(b)(6) of Lincoln, had two separate conversations with National Grid (by phone) where the company confirmed they have over 1,000 customers who still have analog meters. (I can provide confirmation from (b)(6) about this conversation). So the fact pattern suggests National Grid does not and never did impose a tariff for certain manual read meters, but yet they pursued (and got approved) a tariff to charge me (and others they perceive to be like me) who have no choice but to request an analog (non EMF-emitting) meter for disability reasons. One of their own technicians who came to my house on December 4, 2014 (Joe) told me [lots of people had analog meters].

National Grid also discusses (on pg. 3) adjusting this tariff in the future "depending on

Note: This meter replacement was later revealed to be a feigned accommodation because National Grid subsequently pursued the ability to charge me a tariff, despite knowing we couldn't have a meter on our house with an EMF-emitting invoicing tool due to our disability.

I later found out that in July 2012; only after learning of our disability--National Grid approached RIPUC for permission to impose a tariff on people who wanted to "opt out" of wireless/AMR meters, knowing full well there were people (like us) who can't have EMF-emitting meters on their home due to disability. I am not "opting out" for personal choice or political reasons&;-we can't have an EMF-emitting meter on our home because the (b)(6)

(b)(6). We can't "enjoy" the supposed money-saving benefits of the level of participation" in the opt-out tariff. I am not "participating" in the opt out program. I was (as you will see further down in my complaint) forced to make false statements about myself in order to avoid injury, and thus had no choice but to declare myself an "opt out customer" in order to avoid further injury to me and my children. That would be best described as criminal extortion, not "participation." I felt intimidated and coerced into signing this form because without doing so, my children and I would continue to be injured.

As discussed earlier, National Grid originally claimed the gas meter on my house was not an AMR meter and did not emit EMF. Based on that information (and the fact it didn't have an FCC sticker on it and it wasn't emitting radiation when measured by Ms. Traver), I did not ask for it to be replaced. I assumed, as National Grid stated, that it was a non EMF-emitting

meter. I had no reason to think they would lie to me.

National Grid knew (upon receiving the letter I wrote to them in June 2011) that we couldn't have ANY wireless meters on our house due to our disability. But apparently they don't keep very good records. Or perhaps I was intentionally misled, I really don't know. But there was a clear failure of policies/practices to protect the EMF disabled because it turns out I was given erroneous information about my gas meter. We were subsequently injured due to being subjected to months of involuntary EMF exposure because of this erroneous information, which led to a worsening of our condition.

On or about April 2011, I'd had the gas meter checked by the consultant (Ms. Traver) and it was not emitting radiation at the time of measurement. National Grid also told me, to the best of my recollection, that it didn't emit EMF. I later found out the gas meter was, in fact, emitting EMF (RF radiation) when the meter reader triggered it.

I finally determined this on or about May 2013. This realization came after many months of my children and I receiving (b)(6) and (b)(6) (seemingly out of nowhere) that we finally realized were coinciding with the appearance of a National Grid truck on our street. The meter reader was, it turns out, remotely triggering our gas meter to obtain the invoicing data and subjecting us to bursts of EMF (radio frequency radiation) when the meter was being read. National Grid later confirmed by phone the gas meter was indeed a wireless one that emits EMF, contrary to what I remember being told.

After receiving confirmation the gas meter was indeed wireless (a supposed "once-a-month" emitter), I explained by phone to multiple National Grid customer service reps that even these once-a-month emissions were (b)(6) to us given we were (b)(6) ||

explained we needed accommodation with a non EMF-emitting meter. At this time I was informed an "opt out" tariff had been approved by the RIPUC and if I wanted the gas meter replaced I must sign an opt out form and I would be charged an opt out fee.

I explained I was not "opting out," but rather that I required accommodation for our disability with a non-EMF-emitting meter. I also explained that I'd been misled about the meter, and had the company not misled me I would have asked for the gas meter to be replaced along with the electric meter back in 2011 (which was BEFORE National Grid sought the ability to charge a tariff). National Grid (in multiple phone conversations) repeatedly refused to replace the AMR gas meter with an analog meter (that doesn't emit EMF) unless I signed an opt out form and agreed to pay a surcharge (the new "AMR opt out fee"). After suffering injuries for 2+ years because of a failure of their policies/practices and giving me misleading information (telling me originally that the gas meter wasn't wireless), and after repeated refusals to accommodate our disability—; all of which by all appearances was intended to discourage me from asserting my disabled rights—; I was forced to declare myself an opt out customer (which I was not) and to sign an opt out form (giving National Grid permission to charge me the monthly tariff). I did so under duress because it was the only way to avoid further injury to me and my children.

I signed the opt out form and both faxed and mailed the form to National Grid on July 23, 2013 (see attached). Despite sending in the form, National Grid still didn't replace my gas meter as promised until six months later on January 7, 2014 (and only after I sought RIDPUC's assistance in the matter). (I can provide evidence of all this)

Please note: I know other people who can't have EMF-emitting meters due to disability and

they've been treated similarly because they are (b)(6) (or perceived to be (b)(6)). I can provide email evidence from (b)(6) and (b)(6). (b)(6) was (b)(6) when she first contacted National Grid to request her EMF-emitting meter be replaced with an analog. Despite the tariff having already been passed (and "opt outs" therefore "approved," (b)(6)) (b)(6) while still waiting for her AMR meter to be replaced with an analog. (b)(6) requested an analog meter back in the spring of 2014 and was repeatedly denied one because she refused to be coerced/intimidated into forcibly declaring herself an "opt out" customer when in reality she was not voluntarily opting out, she is EMF disabled and requires accommodation. (b)(6) (b)(6) by last report, is STILL waiting for her meter to be replaced and her condition has now worsened since the time she made her initial request.

While waiting for my gas meter to be replaced over this six month period (and despite my objections to the continued remote reading of the meter because it was injurious to us given our disability), National Grid continued to read the meter wirelessly and continued subjecting us to EMF that injures us. The company rejected my offer to call in the readings, which would have prevented us from being injured.

On or about November 2014, National Grid began charging me the opt out fee (\$13/month), first attaching it to my electric bill and then eventually transferring it to my gas bill including months of retroactive fees while they (apparently) were trying to figure out how to update their software in order to bill me for accommodating my disability. RIDPUC eventually directed National Grid to remove the retroactive fees from my bill, but continued to allow National Grid to charge me the monthly opt out fee despite knowing the AMR meter was

removed to accommodate our disability. The opt out fees began appearing on my gas bill in February 2016 (I can provide copies of my gas and electric bills).

I appealed this surcharge to RIPUC and Assistant Attorney General Karen Lyons and obtained no relief. (I can provide a copy of the letter I received from Ms. Lyons) I know Ms. Lyons' findings were in error because despite providing her with information to show why her decision was incorrect (I have an email to Ms. Lyons from Merry Callahan explaining her error), Ms. Lyons still concluded it was "the position of the Division that National Grid's "opt out" charges are justified to recover the associated costs from the cost causers." Charging me a surcharge to accommodate our disability is discriminatory and violates federal law, and I know this because of the ADA Title II and III Technical Assistance Manual excerpts cited above (re. Surcharges), and also because of another section of the ADA Title II Technical Assistance Manual which states:

II-1.3000 Relationship to title III. Public entities are not subject to title III of the ADA, which covers only private entities. Conversely, private entities are not subject to title II. In many situations, however, public entities have a close relationship to private entities that are covered by title III, with the result that certain activities may be at least indirectly affected by both titles.

ILLUSTRATION 1: A privately owned restaurant in a State park operates for the convenience of park users under a concession agreement with a State department of parks. As a public accommodation, the restaurant is subject to title III and must meet those obligations. The State department of parks, a public entity, is subject to title II. THE PARKS DEPARTMENT IS OBLIGATED TO ENSURE BY CONTRACT THAT THE RESTAURANT IS OPERATED IN A MANNER THAT ENABLES THE PARKS DEPARTMENT

TO MEET ITS TITL II OBLIGATIONS, EVEN THOUGH THE RESTAURANT IS NOT DIRECTLY SUBJECT TO TITLE II.

ILLUSTRATION 2: A city owns a downtown office building occupied by its department of human resources. The building's first floor, however, is leased to a restaurant, a newsstand, and a travel agency. The city, as a public entity and landlord of the office building, is subject to title II. As a public entity, it is not subject to title III, even though its tenants are public accommodations that are covered by title III.

ILLUSTRATION 3: A city engages in a joint venture with a private corporation to build a new professional sports stadium. WHERE PUBLIC AND PRIVATE ENTITIES ACT JOINTLY, THE PUBLIC ENTITY MUST ENSURE THAT THE RELEVANT REQUIREMENTS OF TITLE II ARE MET; AND THE PRIVATE ENTITY MUST ENSURE COMPLIANCE WITH TITLE III. Consequently, the new stadium would have to be built in compliance with the accessibility guidelines of both titles II and III. In cases where the standards differ, the stadium would have to meet the standard that provides the highest degree of access to individuals with disabilities.

ILLUSTRATION 4: A private, nonprofit corporation operates a number of group homes under contract with a State agency for the benefit of individuals with mental disabilities. These particular homes provide a significant enough level of social services to be considered places of public accommodation under title III. The State agency must ensure that its contracts are carried out in accordance with title II, and the private entity must ensure that the homes comply with title III.



Via Ms. Lyons' letter (which included a letter from National Grid), it was clear National Grid was actively engaged in "disappearing" my family's disability even though RIPUC and National Grid each received evidence of at least my children's disability as early as 2011 (see attached correspondence to National Grid and RIPUC). I have since also forwarded a letter from my own physician to the RIPUC as well. The fact pattern suggests National Grid tried to persuade Ms. Lyons that we weren't disabled at all, claiming in their January 6, 2015 letter to Ms. Lyons that: "(b)(6)" has not submitted any evidence that she or her family members have a disability" when in fact I have the receipt which shows they received my certified letter I sent them back in 2011&correspondence that included a letter from my children's pediatrician, (b)(6) which states very clearly that my children are (b)(6) (b)(6) and that "it is imperative that the living environment of my patients be free of all forms of wireless radiation and that utility companies install only analog meters that do not emit radiofrequency or microwave signals in or around their home." National Grid also stated in their letter to Ms. Lyons: "Nor has she (b)(6) submitted any evidence as to the deleterious effects of the technology at issue on her or her family members." Dr. (b)(6) letter very clearly describes the deleterious effects to my children (specifics are in the letter). Also, per the ADA.gov Technical Assistance Hotline, I'm not required to provide evidence of our disability at all while asserting my disabled rights and requesting accommodation, until and unless the party I am requesting accommodation from asks for that evidence. And the fact is, I'd already provided it for my children and since we

all live in the same house that one letter is all National Grid should have needed. National Grid has never once asked me for further information about our disability. Why? I could only assume it was because I'd already provided sufficient evidence (the letter from the pediatrician)! If they needed additional doctor letters (from my own doctor, for example), all they needed to do was ask. Instead they tried to "disappear" the letter I'd already provided to them and stigmatize us by portraying us as (b)(6) at all. I can provide ample evidence of our disability and copies of our doctors' letters to HUD.

Per the ADA Technical Assistance Hotline, a doctor's note constitutes sufficient documentation that the person has an ADA disability if it describes a substantially limiting impairment and the reasonable accommodation needed. The letter from my children's pediatrician does just that, and certainly National Grid could have at any time requested more information about me or my children and I would have gladly provided it (like the letters I can provide from our physicians as evidence of our disability for this complaint). One of our letters is from a world-renowned expert in the biological effects of EMF (Dr. David O. Carpenter). So in their letter, National Grid appears to be engaged in a ruse to lead Ms. Lyons into thinking we aren't disabled at all, which is not only false and stigmatizing but can only be perceived as a deliberate attempt to interfere with the assertion of our disabled rights--especially given that they had adequate evidence all along of (at minimum) my children's disability. If they had any doubt as to our disability, they had a responsibility to engage in an interactive dialogue with me vs. seeking out a way to penalize me instead for the accommodation we need (charging me the opt out fee).

National Grid's letter to Ms. Lyons (and their tariff filing) also tried to reframe our disability as a [concern about health effects related to smart meters] and implies the opt out fee is being proposed as a type of penalty to make sure that customers are really "serious" about their reasons for "opting out," with the hard-to-miss intent of making it financially more difficult for the (b)(6)

(b)(6) like us, who have no choice but to ask for an analog meter due to our disability. My health and the health of my children has deteriorated substantially due to the ongoing injury and stress that has resulted from National Grid's discriminatory posture and actions. My condition has worsened so much I was unable to even reply to Ms. Lyons letter due to ongoing illness on the part of me and my children. National Grid blamed RIPUC for their own discriminatory behavior ([claiming RIPUC was at fault for approving the tariff to let them charge the opt out fee]). There are multiple other instances of discriminatory practices we've been subjected to by National Grid over the past several years, and I can provide evidence of those in this or an additional (separate) complaint. The bottom line is there is an ongoing pattern and practice of discrimination, of which this opt out fee is only one small piece.

10 18-16 = LOJ/T-L

EOS spoke to Cp. Cp has lived at his non-subsidized apartment for over three years. He states that he has been receiving electro magnetic currents from the ceiling, his food is being poisoned, and was accused of not paying his rent. He states that he had to put shields on the ceiling. He states that he reported it to the police and management and they tell him that there is nothing they can do.

Referred to:

Kent County Administration  
Tenant Landlord Division  
300 Monroe Avenue NW  
Grand Rapids, Michigan 49503  
(616) 632-7590

Respondent

What happened?:

People in apt. (b)(6) are attempting to cause me serious illness or death. The last two years I've had dangerous radiation like attacks. It comes from the ceiling. I hear these killers quietly follow me as I move thru my apt. The Wingate management won't show concern nor will the police. Management sent me a letter for non payment of rent and I had to show them the MO receipt. There are gas and insecticide fumes also entering my apt. I have filed police reports and got no response to this terrorism. My food is also poisoned. I am not fully accepted because I am black.

LOJ/FTR

Under threats of disconnection, DTE Energy is forcing us to place meters on our home that produce EMF radiation to which my wife is (b)(6). Her doctor at the University of Michigan has acknowledged this condition and has written a letter on her behalf, asking DTE to replace our digital meter with an old style, electromechanical (digital meter.) We have taken this issue as far as the CEO of DTE (Gerry Anderson) and delivered the letter to him also. We have also been denied assistance from the state of Michigan regulatory body overseeing DTE. The Michigan Department of Civil Rights has also been non-responsive.

Why do you believe you are being discriminated against?:

Currently, we are forced to turn off our electricity to our entire home every night when my wife is home from work. We believe that she is being denied access to the enjoyment of the home that we have lived in happily for 24 years. We have agreed to pay DTE the extra charges that they require in order to send out a meter reader every month. We don't understand why they will not allow us to keep an analog meter that has been the standard for hundreds of years. (If they have to send out a meter reader, why do they care if it's an analog meter or not?) We will be happy to supply you with the letter from my wife's doctor describing her disability and symptoms.

When did the last act of discrimination occur?:

08/09/2016

Is the alleged discrimination continuous or on going?:

Yes

Respondent

My name is (b)(6). I am (b)(6) and joint owner of the housing property listed in this complaint, filing as her representative as I did with Central Maine Power (CMP) and the Maine Public Utilities (PUC).

(b)(6) is discriminated against by CMP and the PUC. She experiences a disabling condition

(b)(6)

(b)(6). Both parties have rejected her request for accommodation,

(b)(6)

(b)(6)

Respondent

This disabling condition interferes with many of Lisa's major life functions including (b)(6)

(b)(6)

symptoms and complications

include (b)(6)

(b)(6)

, (b)(6)

(b)(6)

(b)(6)

Without effective medication (b)(6) substantively interferes with (b)(6) major life activities including performing (b)(6)

(b)(6)

and (b)(6) Physician recommends she avoid exposure to (b)(6)

(b)(6) because they can exacerbate (b)(6) disability, causing her further harm.

I articulated (b)(6) needs for avoidance of (b)(6) in requests dated 8/23/16 to CMP and the PUC for accommodation/modification due to (b)(6) disability. Under threat of disconnection due to unpaid opt-out fees on 8/29/16 I agreed to a payment plan under protest to prevent disconnection. Under cover of law at the PUC, if one chose to retain their electromechanical invoicing tool, they had to pay an initial and perpetual extra monthly fee to CMP (the opt-out).

In August 2016, both CMP and the PUC refused any accommodation and have declared the ADA does not apply to their opt-out scheme. They say because anyone can choose to opt out, there is no discrimination against people with disabilities. But (b)(6) has no choice in having a disability- especially one that is exacerbated by (b)(6). Their assertions are intimidating and discourage (b)(6) assertions of her disabled rights.

I requested to retain the electromechanical meter and that CMP replace the four nearest proximity meters with analog electromechanical meters for those neighbors that don't object. I stated we are willing to pay any fees allowed under Americans with Disability Act.

I said charging us a fee to opt out when (b)(6) medical situation precludes a choice, creates a barrier of access to (b)(6) home, that doing so discriminates against (b)(6) in seeming violation of the Fair Housing Act. CMP went further, stating that Maine law prohibits preferential policies, but that is not true. Maine has special utility programs for those who are low income, the costs of which are socialized to all ratepayers.

We believe (b)(6) is discriminated against by CMP and the PUC because they treat (b)(6) differently from able bodied persons. We believe CMP and MPUC circumvent and disregard the rules of the ADA by reframing (b)(6) disability requests as something other than we intended. They discriminate against (b)(6) because they don't accept that EMF emissions can cause or exacerbate a qualifying disabled condition.

Our neighbors and others in town who are not disabled by EMF emissions or whose other disabilities are not exacerbated by EMF emissions can receive electricity without additional fees. CMP and the PUC have other programs for special populations, with costs amortized across the entire customer base, yet CMP and the PUC treat (b)(6) differently and unequally from those qualified for other special programs, requiring we pay the fees for opting out and refusing (b)(6) accommodations. (b)(6) disability is not a choice, but both told (b)(6) they would not accommodate our request.

They didn't request further information, like (b)(6) doctor's letter, even though repeatedly offered. Their further response was to continue threatening disconnection of our power



without agreeing to a payment plan to pay withheld opt-out fees as well as to require payment of newly incurred opt-out fees. We believe CMP and the PUC in disregarding (b)(6) request for accommodation, are attempting to punish or to retaliate against (b)(6) intending to squelch any assertion and advocacy by us for (b)(6) disability rights. Not only is (b)(6) denied accommodation/modification on the basis of her disability, she is treated differently than others for doing so. CMP's response did not even acknowledge (b)(6) medical condition but rather referred to it as a ??claimed disability.?

The PUC representative offered that the commission was sympathetic to (b)(6) medical condition and understands our concerns however they ??lack jurisdiction to consider the matter.? The correspondence from both CMP and the PUC demonstrates indifference to (b)(6) experience of (b)(6) and their policy's effects on the disabling state of (b)(6) health.

Complainant (b)(6) is (b)(6) and (b)(6). Complainant alleges that her impairments interfere with major life activities including, but not limited to, (b)(6). (b)(6) Complainant alleges that her condition is exacerbated by exposure to (b)(6). Complainant's physician has recommended that Complainant avoid (b)(6). Complainant alleges she was managing her condition relatively well until Respondent Central Maine Power installed a smart meter at the subject property. On or about February 2015, Complainant and her husband (b)(6) requested to have the smart meter replaced with an electromechanical meter. Complainant alleges that Respondent replaced the meter but began charging her and (b)(6) an opt out fee.

On or about August 11, 2016, Respondent issued a disconnection notice to (b)(6) for not paying the opt out fee. On or about August 23, 2016, Complainant and (b)(6) requested a reasonable accommodation to keep the electromechanical meter without additional costs. On or about August 30, 2016, Respondent denied their request for a reasonable accommodation and continues to charge the opt out fee. Complainant alleges that she has a medical need for an electromechanical meter and should not have to pay the opt out fee because of her disability.

Complainant alleges that Respondent is discriminating against her because Respondent has imposed different terms and conditions relating to their services and has denied her reasonable accommodation request to waive the opt out fee.

Respondent

Complainant is (b)(6). Complainant alleges that his impairments interfere with major life activities including, (b)(6), (b)(6), and a (b)(6) (b)(6). Complainant alleges that his condition is exacerbated by exposure to EMF radiation. Complainant alleges that his physician has recommended that Complainant avoid exposure to (b)(6). Complainant alleges based on his physician's recommendation, he opted out from Respondent's EMF meter and withheld opt out fees. Complainant alleges he is adversely impacted from installation of an EMF-emitting wireless meter and that as a disabled person he should not be forced to pay to avoid harm and/or exacerbate his disability.

Respondent

Complainant (b)(6) is (b)(6) and (b)(6). (b)(6) is also (b)(6) and (b)(6) (b)(6). Complainant alleges that her and (b)(6)'s impairments interfere with major life activities including, but not limited to, (b)(6), and (b)(6). Complainant (b)(6) alleges that she has a (b)(6) that causes her (b)(6) when aggravated by (b)(6). Complainant alleges that her and (b)(6)'s condition is exacerbated by exposure to (b)(6). Complainant alleges that her physician has recommended that Complainant avoid exposure to (b)(6). Complainant alleges that Respondent National Grid provides electric and gas services into Complainant's home. Complainant alleges that Respondent National Grid installed a wireless smart meter and Complainant requested that Respondent replace it with an electromechanical meter. Complainant alleges that Respondent replaced the meter but began charging her an opt out fee on or about February 4, 2016. Complainant alleges that Respondent continues to charge her an opt out fee. As recently as September 26, 2016, Complainant alleges that she asked Respondent to provide her family with a reasonable accommodation by not charging her an opt out fee. Complainant alleges she has attempted to follow up multiple times with Respondent but has been ignored. Complainant alleges that her family has a medical need for an electromechanical meter and should not have to pay the opt out fee because of their disability. Complainant alleges that Respondent is discriminating against her because Respondent has imposed different terms and conditions relating to their services and has denied her reasonable accommodation request to waive the opt out fee.

Respondent

Please be advised I am filing this complaint on behalf of myself and my two children Access to my home is being barred and the responsible parties refuse to remove the barriers and stop the ongoing injury to my family. There is evidence to suggest that certain parties colluded to violate my rights and I have a whistleblower witness willing to provide evidence and testimony to that effect. My children and I are suffering ongoing injury via use of force, threat, intimidation, retaliation, and coercion that have been executed against us due to the assertion of our disabled rights. We face immediate threat of homelessness due to the discriminatory acts and the accompanying threats coercion, intimidation, retaliation, as well as use of force (Involuntary bombardment with radiation and EMF in my home from exterior sources outside of our control that is known to injure us, given our disability).

Respondent

(b)(6) has (b)(6) and is therefore a member of a protected class under the Fair Housing Act. (b)(6) currently lives at (b)(6) located at (b)(6) (b)(6), (b)(6) in Dallas, Texas (b)(6). In January 2017, (b)(6)'s microwave stopped working and created huge clouds of toxic fumes which started making her very ill. She reported the matter to office staff. Although the microwave was indeed replaced with a newer manufactured

microwave, her exposure to the toxic paint on the new microwave has exacerbated her depressive symptoms and is making her physically ill. Due to the toxic paint, (b)(6) is experiencing

(b)(6)

(b)(6) attempted to notify personnel at the office immediately once she realized that the toxic paint on the new microwave was making her ill. However, a woman who answered the phone at the office told her that the microwave would not be removed no matter how sick it was making her.

(b)(6) returned to the office and spoke to another woman who informed her that a maintenance request would be put in to have the microwave removed and replaced. Days later, no action was taken to have the microwave removed. When (b)(6) returned to the office to check the status of her maintenance request, the woman who had put in the request informed her that she had been overruled by the manager, Pat Ycaza.

(b)(6) has made requests for a reasonable accommodation both verbally and in writing to have the microwave removed and replaced with an older manufactured microwave. She gave her request in writing to Pat Ycaza stating that she is unable to get out of bed and has lost time in her treatment. She has hired someone to do basic things for her and to also clean the apartment to attempt to rid the area of the toxins. No action was taken in response to any of her accommodation requests. On January 13, 2017, Pat Ycaza called (b)(6) and informed her that the microwave would be removed but not replaced. When (b)(6) questioned him as to why, he stated that he can't be bothered to do that. (b)(6) then informed him that maybe it would be best to not argue about it and leave it to the Fair Housing Office to handle. At that instance, Pat told her that she would then need to move out by the next day.

Respondent

(b)(6)

believes that she has been subjected to different terms and conditions that have negatively impacted her housing and that she has been discriminated against and denied a reasonable accommodation because she is disabled. She also believes that she is being retaliated against due to her filing a complaint with the Fair Housing Office.

No Valid Issue - Smart Meter:

You state that Indiana American Water denied your reasonable accommodation request concerning a smart meter. After reviewing the allegations in this matter, HUD has concluded that it lacks jurisdiction in the above-referenced inquiry. Accordingly, HUD has administratively closed this matter.

This is not a determination on the merits of the allegations contained in the complaint.

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Complainant lives with a disability. On or about December 20, 2016, Complainant purchased and moved-in to the subject property. On or about December 15, 2016, Complainant made a reasonable accommodation request to Respondent for the removal of the emitting device from the property.

Complainant did not hear back from Respondent about her request. Upon moving in to the home her medical conditioned worsened due to the radio frequency radiation from the water meter. Complainant's exposure to these emmissions worsened Complainant's medical condition and provided an access barrier to her home. Complainant contacted Respondent again on January 9, 2016, January 11, 2016 and January 16, 2017. Subsequent to these repeated attempts, Respondent responded to Complainant after this third attempt and informed Complainant to fax over her medical documentation. Complainant obliged, and faxed over the necessary medical documentation on January 23, 2017.

Complainant states that a representative from Indiana American Water contacted Complainant

Respondent



on January 25, 2017 and informed her that someone would be contacted her to have the EMF water meter removed. However, another Respondent representative by the name of Robert PENA contacted Complainant on or around January 25, 2017 and stated that they would not be removing the meter. Respondent informed her that for a high fee the meter could be moved outside of her home. Complainant states that moving the meter to the exterior of her home would not solve the issue related to her disability because she would still be exposed to the radio frequency signals regardless. Complainant states that as recent as February 13, 2017, Respondent continues to reframe Complainant's disability and to provide Complainant with explanations as to why the meters could not be affecting her disability. Complainant states that Respondent's refusal to grant her reasonable accommodation has caused her constant worsening health as well as feelings of stigmatization and frustration.

Complainant alleges that Respondent applied discriminatory terms and conditions, refused her reasonable accommodation request, and otherwise made housing unavailable due to her disability.

Complainant (b)(6) (b)(6) Port Saint Lucie, FL (b)(6) submitted correspondence against AT&T. Complainant alleges Respondent has WiFi routers that emit dangerous radiation. Complainant alleges the radiation trespasses his property and invades his home causing damage to his health. Complainant believes Respondent is violating his rights by forcing him to be exposed to the harmful radiation from the equipment.

Respondent

Complainant will be contacted to acknowledge our office received his correspondence and informed on the Fair Housing Act and complaint process. Complainant will be informed that the issues asserted within his correspondence are not a violation of the Fair Housing Act. Therefore, our office will take no further action.

Complainant (b)(6) (b)(6) Port Saint Lucie, FL (b)(6) submitted correspondence against Comcast. Complainant alleges Respondent has WiFi routers that emit dangerous radiation. Complainant alleges the radiation trespasses his property and invades his home causing damage to his health. Complainant believes Respondent is violating his rights by forcing him to be exposed to the harmful radiation from the equipment.

Respondent

Complainant will be contacted to acknowledge our office received his correspondence and informed on the Fair Housing Act and complaint process. Complainant will be informed that the issues asserted within his correspondence are not a violation of the Fair Housing Act. Therefore, our office will take no further action.

Complainant (b)(6) (b)(6) Port Saint Lucie, FL (b)(6) submitted correspondence against FCC. Complainant alleges Respondent has WiFi routers that emit dangerous radiation. Complainant alleges the radiation trespasses his property and invades his home causing damage to his health. Complainant believes Respondent is violating his rights by forcing him to be exposed to the harmful radiation from the equipment.

Complainant will be contacted to acknowledge our office received his correspondence and informed on the Fair Housing Act and complaint process. Complainant will be informed that the issues asserted within his correspondence are not a violation of the Fair Housing Act. Therefore, our office will take no further action.

Respondent

(b)(6) suffers from (b)(6) and (b)(6) (b)(6) and other health problems. Because of (b)(6) (b)(6) In 2006, the U.S. Surgeon General stated there is no safe level of exposure to cigarette smoke. For (b)(6) (b)(6) exposure to cigarette smoke, mold, and other environmental toxins is more harmful than it might be for other people. Though (b)(6) does not appear to be disabled, she is a person with disabilities which affect one or more of her major life activities.

(b)(6) owns and had lived in Forest Pointe condominium (b)(6) since late 2011. (b)(6) (b)(6) own condominium (b)(6) (b)(6) (b)(6), which she rents to other individuals. Based on (b)(6)' prior statements she has owned rental properties for approximately 20 years. All unit owners at Forest Pointe are members of the Forest Pointe Condominium Association ("HOA"), which is governed by the HOA's Board of Directors ("Board") and the HOA's governing documents, specifically the Covenants, Conditions, and Restrictions, and the Bylaws.

Respondents' violations of the Fair Housing Act relate to three separate issues: cigarette smoke, mold, and responsive threats/intimidation. In an effort to provide a brief

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description, this Complaint contains a summary of conversations and underlying facts, which are provided in further detail in a chronology of events Complainant will share with HUD upon request.

Respondent

## Cigarette Smoke

In late July 2016, (b)(6) tenant (b)(6) moved into condo # (b)(6) and began smoking cigarettes inside it. (b)(6) could smell the smoke in her own condo and asked (b)(6) to stop twice. Because (b)(6) did not stop, (b)(6) called (b)(6) on August 4, 2016. (b)(6) informed (b)(6) her tenant was smoking inside every day and (b)(6) could not tolerate this because she had a lot of health problems. (b)(6) said she believed (b)(6) was smoking inside and would check if her lease prohibited this. The next day (b)(6) confirmed that her lease prohibits smoking inside. (b)(6) said she showed (b)(6) the lease and (b)(6) said she would stop immediately. (b)(6) informed (b)(6) that (b)(6) was smoking inside at that very moment. (b)(6) repeated that she could not tolerate the smoking because it was happening several times a day every day, and she had a lot of health problems and could not afford to have more. (b)(6) said the smoke was burning her eyes and nose, making her cough, and giving her a headache. (b)(6) repeatedly dismissed the harm to (b)(6)'s health with statements like "I'd hate to evict (b)(6) over such a small thing." (b)(6) insisted that she must catch (b)(6)

(b)(6) in the act of smoking or smell the smoke herself to take any action and said (b)(6) should call her when she smelled smoke and (b)(6) would run over and check.

(b)(6) suggested installing a smoke monitor instead, but (b)(6) said she should not have to pay for a monitor. (b)(6) reiterated that she simply could not tolerate the smoke because of her health. (b)(6) asked (b)(6) to inform her if the smoking continued tomorrow but admitted she would not come to check it because of a meeting. Also, (b)(6) said that even though (b)(6) was already late on her rent, (b)(6) would allow her until August 8 because (b)(6) expected to receive a check on that date. At the same time, (b)(6) claimed she wanted (b)(6) out immediately. (b)(6) started keeping a daily log of when she smelled cigarette smoke.

On August 6, 2016, (b)(6) informed (b)(6) that (b)(6) smoked inside the prior night and several times that morning. (b)(6) said she had to open her windows because her eyes and nose were burning. Again, (b)(6) insisted on proof of the smoking and said she could not check her condo that day. (b)(6) agreed to call (b)(6) on August 8 to tell her if (b)(6) was allowed to stay.

(b)(6) left her condo because the smoke worsened and gave her a headache. However, (b)(6) could not stop the burning in her eyes and nose even hours after leaving. When she returned that night, her condo was full of some kind of cover-up smell. (b)(6) continued smoking inside overnight. This disturbed (b)(6)'s sleep and woke her up early the next day and several times that week. (b)(6) inferred that (b)(6) would remain in condo # (b)(6) because (b)(6) did not call on August 8. (b)(6) got dizzy from the smoke beginning on August 9, 2016, and she had to leave her

condo for several hours each day to tolerate it. When (b)(6) returned each night, she smelled the strong cover-up chemical, the cigarette smoke, or both fumes together. The fumes were making her sick every day. (b)(6) stopped living in her condo on August 11, 2016.

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On August 15, 2016, Nick Henson, (b)(6)'s former attorney, sent a warning letter to (b)(6) and the Forest Pointe HOA Board stating that (b)(6) had been displaced by their violations of and failure to enforce the CCRs which prohibit offensive and noxious odors or nuisances and the use of a unit in an offensive or noxious way. Mr. Henson complained that the smoking of tobacco caused (b)(6) harm. Also, the letter addressed a problem in condo # (b)(6) caused by the hoarding of its' then-owner, which the Board was already aware of. Mr. Henson demanded that (b)(6) and the Board remedy the violations within 10 days or show cause. Neither (b)(6) nor the HOA responded.

On August 21, 2016, (b)(6) spoke with (b)(6), the only Board member who lives onsite. He said he smelled the chemical fume inside (b)(6)'s condo but was not sure if it was coming from condo # (b)(6) or # (b)(6). (b)(6) told (b)(6) she was fed up with both offending condos and had moved out on August 11. She explained that the level of proof (b)(6) insisted on was higher than required for eviction because (b)(6) could enforce her no-smoking lease provision based on (b)(6)'s complaints. (b)(6) reminded (b)(6) that as she had told him in previous years, she had a lot of health problems and couldn't afford exposure to cigarettes. (b)(6) mentioned a smoking owner who lived below him and said he didn't like the smell but could tolerate it because he had mical smell by mixing chemicals during her cleanup efforts.

On August 27, 2016, (b)(6) left two voice messages on (b)(6)'s home phone complaining that (b)(6) had not called her before moving out. However, (b)(6)

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did not contact Mr. Henson. Because Mr. Henson received no response from (b)(6) or the Board, he called Ms. Neal on September 12, 2016 and was informed (b)(6) gave (b)(6) 30-day notice to leave by the end of September. (b)(6) expected to move back into her condo in early October, 2016.

At the annual Homeowners' Meeting on September 26, 2016, (b)(6) told (b)(6) that (b)(6) stopped responding to her texts. (b)(6) said she would text (b)(6) her temporary cell number so (b)(6) could inform her when (b)(6) was gone. (b)(6) never responded to (b)(6) text.

On October 4, 2016, Mr. Henson called (b)(6) regarding why (b)(6) was still in # (b)(6). (b)(6) said (b)(6) claimed an attorney told her there was no basis for an eviction because she stopped smoking within the notice timeframe. (b)(6) claimed she didn't know what to do because there were attorneys on both sides now.

(b)(6) bought condo # (b)(6), which is (b)(6) unit # (b)(6) where the smoking tenant lived. On October 25, 2016, (b)(6) told (b)(6) he smelled cigarette smoke inside (b)(6)



about 10 days before and that it came from the common wall between the units. (b)(6) asked if (b)(6) informed (b)(6). He said no. (b)(6) reminded (b)(6) that she had (b)(6) (b)(6), including (b)(6), and could not afford exposure to the toxins of cigarette smoke. She also reminded him that she had not been able to live in her home since August 11, and the HOA rules say the Board is supposed to abate "noxious odors." (b)(6) asked what action the Board would take, and (b)(6) said the Board fulfilled its responsibilities when it fixed the problem with condo # (b)(6)'s former owner, and they considered the smoking problem in # (b)(6) to be a matter between (b)(6) and (b)(6). He also said when "all this was done," (b)(6) "sure owed" (b)(6) a one-night hotel stay. Immediately after this conversation, (b)(6) smelled cigarette smoke coming out of (b)(6) (b)(6)'s open windows. (b)(6) confirmed that he smelled cigarette smoke emanating out of condo # (b)(6)'s windows. (b)(6) asked (b)(6) to inform (b)(6). But (b)(6) only said he would talk to (b)(6) about it if she called him.

On October 27, 2016, an environmental remediation company conducted an air quality test inside (b)(6)'s condo. The inspector witnessed a cigarette smell inside her HVAC closet and (b)(6) (b)(6)'s adverse health reaction during the test. Dirty Deeds' air quality test confirmed soot from cigarette smoke in (b)(6)'s condo. It also uncovered a mold problem caused by the malfunctioning windows. Dirty Deeds said the condo's air quality and furnishings must be remediated after (b)(6) left because the cigarette toxins

and residue would remain until removed. (b)(6) was unable to continue pressing (b)(6) and the Board for a solution because (b)(6) in early November. By the end of the month she was diagnosed with (b)(6)

(b)(6) (b)(6) is still (b)(6)

(b)(6)

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On October 30, 2016, (b)(6) left two voice messages on (b)(6)'s home phone though she knew Mr. Henson represented (b)(6) and (b)(6) was not living there. In the first message, (b)(6) said she learned that (b)(6) was contacting an attorney and had promised she would not smoke inside. (b)(6) said (b)(6) had every right to stay because she had righted her wrong, yet (b)(6) said she was going to do everything she could to get (b)(6) out. In her second message a few minutes later, (b)(6) said (b)(6) would not let her into # (b)(6) or take her calls. (b)(6) said she had every right to remove (b)(6). However, she wanted to go easy on (b)(6) because she could tear up the condo. (b)(6) said the eviction process took months and she would be out rent for those months, but (b)(6) knew the eviction process is much faster. Among other statements, (b)(6) said she was going to get one

more month of rent from (b)(6) and she hoped to convince (b)(6) to leave soon after. (b)(6) filed an eviction petition against (b)(6) on November 18, 2016, alleging a rent arrearage. However, (b)(6) did not inform (b)(6) of this. (b)(6) does not know when (b)(6) moved out.

On December 20, 2016, Ms. Neal called (b)(6) regarding flooding in her condo. (b)(6) informed Ms. Neal about the following: Dirty Deeds performed an air quality test in late October 2016 which proved (b)(6) smoked inside after she claimed to stop, the smoking damaged (b)(6)'s air quality and furnishings, and the test revealed a mold problem caused by the malfunctioning windows. (b)(6) said she was (b)(6) because of the whole situation and (b)(6) (referring to (b)(6).) She informed Ms. Neal that the damage from the smoking and the mold issue needed to be fixed before she could safely live in her home again. (b)(6) offered an estimate of the remedial cost, and she informed Ms. Neal about (b)(6) October 25 statements verifying the cigarette smoke.

(b)(6) immediately called the water department for an emergency shutoff but found the water was already turned off for the entire complex. She called the company who remodeled her condo in 2011 to help her locate the main shutoff. The company's owner came to (b)(6)'s condo within 1 hour of Ms. Neal's call and shut off its main and secondary water valves and the water heater to ensure nothing would leak. A restoration

company began remediation less than 24 hours after Ms. Neal's call and removed (b)(6)'s carpet and pad. (b)(6)'s insurance company's investigation found that the flooding was an accident and (b)(6) was not negligent. The flooding damaged condo # (b)(6) and # (b)(6). (b)(6) left messages on (b)(6)'s cell phone about a second leak on February 25, 2017. (b)(6) located the second leak. (b)(6)'s plumber consulted (b)(6) and fixed the leak on February 25, 2017 exactly as he directed. On March 14, 2017, (b)(6) filed a claim against (b)(6) for the damage to # (b)(6). (b)(6)'s claim alleged (b)(6) prevented the water from being shut off and hindered the effort to contain the flood on December 20. However, (b)(6)'s insurance company denied the claim because it found the allegations were plainly false and (b)(6) was not negligent.

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Dirty Deeds re-evaluated (b)(6)'s condo on January 3, 2017. The inspector repeated its earlier assessment that the air quality and furnishings must be remediated because though the carpet was gone, the toxins and residue from the cigarettes and mold would have settled on the subfloor. Dirty Deeds also concluded that the cigarette fumes likely redistributed throughout the unit through the HVAC system, informed (b)(6) that all

her clothing must be professionally cleaned to remove the cigarette toxins, and told her she should not complete other repairs from the flood (e.g. reinstall baseboards and carpet) until the air quality and furnishings were remediated because the toxins and residue would just settle there too.

On May 4, 2017, Ms. Neal asked (b)(6) if she had repaired her condo. (b)(6) said her plumbing was repaired in February 2017 and she could not complete other repairs until her air quality and furnishings were remediated. (b)(6) reminded Ms. Neal that she stopped living in her condo because of (b)(6)'s smoking tenant and that she could not afford exposure to the cigarette toxins because of very serious health problems. (b)(6) discussed (b)(6) witnessing the cigarette smell on October 25, 2016, and explained that she was forced to get an air quality test because the Board refused to act. She explained again that the test proved smoke particles and uncovered a mold problem around the windows and that she had discussed all this with (b)(6) in March 2017. Ms. Neal said the flood in Ms. (b)(6)'s condo could have caused the mold, which (b)(6) said was impossible because the air quality test was done almost two months before. (b)(6) said she was waiting for test results and trying to determine what else needed to be

done to remedy the problems. Ms. Neal said (b)(6) could contact her when she had the test results.

In May 2017, (b)(6)'s (b)(6) informed her she had (b)(6)

(b)(6)

(b)(6) The doctor later explained that (b)(6)

(b)(6) are associated with (b)(6)

(b)(6)

(b)(6) is undergoing (b)(6)

(b)(6)

On May 22, 2017, Jennifer Montagna, from Legal Aid Services of Oklahoma and (b)(6)'s

attorney, sent (b)(6) and the HOA Board a demand letter and Dirty Deeds' reports. She requested they remediate (b)(6)'s air quality, furnishings, and clothing, remove the mold, and repair the windows to prevent future mold growth. Ms. Montagna explained that their prior failure to do so violated the FHAA and the CCRs, and she explained each FHAA and CCR violation and the necessary remediation in detail.

Ms. Montagna received a letter dated June 9, 2017, from Joseph Weaver, the Board's attorney. Mr. Weaver said the FHAA did not apply to privately owned condos and denied any responsibility. . He also appeared to blame the recent flooding in (b)(6)'s condo for the mold. See "Mold" section below. (b)(6) did not accept Ms. Montagna's certified mail letter and did not respond.

On July 28, 2017, Ms. Montagna emailed Mr. Weaver case citations showing the FHAA applied to condos. She reiterated the Board's FHAA violations and informed Mr. Weaver that his letter violated Section 818 of the FHA. See "Retaliation" section below. Ms. Montagna offered to send further reports documenting (b)(6)'s claims but said a FHAA claim would be filed because the Board was clearly unwilling to accommodate (b)(6)'s disabilities.

(b)(6) and the Forest Pointe HOA Board denied (b)(6) housing and made housing unavailable by ignoring her repeated requests to stop (b)(6)'s smoking. By refusing to enforce and abide by the CCR's prohibitions against noxious odors, (b)(6) and the HOA Board forced (b)(6) to choose between her home and her health, thereby constructively evicting (b)(6) from her home.

By refusing to stop (b)(6)'s smoking, the HOA Board also subjected (b)(6) to differences in terms, conditions, and privileges of sale because she was only allowed a condo full of fumes and toxins. Unlike other owners and tenants who lived in units free from these hazards, (b)(6) could not live in her condo because of her disabilities.

Contrary to Mr. Weaver's assertions, the Board could and did intervene to stop noxious odors inside condos. However, the Board subjected (b)(6) to differences in terms,

conditions, and privileges of sale by selectively enforcing the CCRs regarding noxious or offensive odors and noxious or detrimental use of a unit. (b)(6) expected the HOA Board to enforce those CCRs against (b)(6) and (b)(6) because they intervened in a recent odor situation: (b)(6) prior tenant in condo # (b)(6) repeatedly complained about a foul, sewer-type smell in Spring 2016. Though the Board was aware of needed repairs in condo # (b)(6) from prior years, at (b)(6) request, they initiated action against the then-owner and forced her to clean up and repair her condo, even though (b)(6) tenant did not claim an adverse health effect from the smell.

Based on the Board's prior conduct, (b)(6) expected them to stop (b)(6)'s smoking, especially because it affected (b)(6)'s health. The Board subjected (b)(6) to different terms, conditions, and privileges of sale when it enforced (b)(6)' former tenant's aesthetic complaints about bad smells but refused to prevent fumes that were hazardous to (b)(6)'s health.

#### Mold

Under the CCRs, the HOA owns and is responsible for maintaining the exterior windows in all condominiums. (b)(6)'s 2011 pre-purchase home inspection report stated that the living room windows were "thermal failed" and showed clear signs of condensation. There was no indication of mold. The bedroom window pane was broken, and the windows did not close flush and you could see daylight under them. (b)(6) showed the Board the inspection report in 2011 and asked them to replace all the windows per their responsibility



under the CCRs. (b)(6) scoffed at the inspection report and said the condensation claim was exaggerated. The HOA agreed to only replace the broken

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bedroom window panes and repair the windows. The windows did not seal shut even after the inadequate repairs. (b)(6) repeatedly asked the HOA to fix the ongoing problems with the windows, but the Board dismissed (b)(6)'s complaints.

As noted above, Dirty Deeds October 2016 report revealed a mold problem around the windows. (b)(6) informed Ms. Neal of this report on December 20, 2016, and she asked the HOA to remove the mold and remediate the air quality so she could move back to her condo. Ms. Neal did not respond.

(b)(6) and (b)(6) discussed the mold and other issues on March 16, 2017. (b)(6) informed (b)(6) about Dirty Deeds' test results, the mold found around the windows, and her December request to Ms. Neal. (b)(6) said Ms. Neal did not inform him of any of this. (b)(6) said most molds were not harmful, and mold is easy to remove. (b)(6) said one of the mold types found in her condo was a known toxic mold (referring to chaetomium.) (b)(6) said most windows have mold around them and mold repair companies overcharge for and overcomplicate the mold removal process. He claimed to have removed a specific type of harmful mold himself while remodeling condo # (b)(6) and

offered to look at the mold in (b)(6)'s condo on a future visit. Without seeing the mold or test results, (b)(6) claimed the air quality could be remediated using rental equipment and her own labor for maybe \$500, and seemingly offered to do some of the work himself. He also said her furnishings would not need to be cleaned because the procedures for the air quality would be enough. (b)(6) could not conduct the removal herself because of the risk of toxic exposure, and she was concerned about (b)(6) doing the work himself because she heard of concerns regarding (b)(6)'s prior self-treatment of a mold problem in the pool house.

As noted above, (b)(6)'s (b)(6) results show she (b)(6) (b)(6), which are (b)(6)

(b)(6). Her doctor has explained that (b)(6) (b)(6), are associated with (b)(6), a mold that is ubiquitous outdoors. Dirty Deeds' October 2016 report showed high levels of indoor cladosporium.

The doctor suggested (b)(6) work with Marshall Environmental Management (MEM), an environmental hygiene company, to determine if her condo and furnishings could be remediated.

(b)(6) also worked with A to Z Inspections, a home inspection company, to determine what was causing the mold around the windows. A to Z's report dated June 21, 2017, identified window malfunction as the likely source of moisture intrusion causing the mold, and recommends the windows be replaced because they no longer function properly.

The inspector also recommends the HVAC's A coil and ductwork be cleaned and a UV light be installed in the ductwork because he found a cigarette-type odor in the HVAC closet and observed his and (b)(6)'s (b)(6) when the AC went on.

MEM's July 2017 draft report found a "fungal amplification" of cladosporium inside (b)(6)'s unit, as well as other toxic molds. MEM's testing largely confirmed. Dirty

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Deeds' October 2016 findings and A to Z Inspection's findings. MEM also found cladosporium inside a wall, and (b)(6) is waiting for further recommendations about this.

As noted above, in her May 2017 letter (b)(6) asked the Board to remove the mold and repair the windows to prevent future mold development. She sent Dirty Deeds' reports with her letter. Mr. Weaver's response letter denied the Board's liability for any problems in (b)(6)'s condo and appeared to blame her for the mold. In her letter emailed to Mr. Weaver on July 28, 2017, and faxed on July 30, 2017, (b)(6) offered to send him the additional test results and reports, but he has not responded to her letter.

By refusing to enforce their contractual duty to maintain the windows, the HOA Board denied and made housing unavailable to (b)(6) and subjected her to differences in terms, conditions, and privileges of sale because she only had the option to live in a condo

that is contaminated with mold unlike tenants and owners in other condos. (b)(6) cannot live in her contaminated condo because the malfunctioning windows have converted the inside of her condo into an outdoor environment with flourishing cladosporium mold. The cladosporium mold is associated with the mycotoxins (b)(6)

(b)(6) By refusing to repair (b)(6)'s windows and remove and remediate the mold as (b)(6) requested, the Board refused (b)(6)'s request for a reasonable accommodation, further harmed her health, and likely reduced the value of her real property.

#### Retaliation

Mr. Weaver's letter dated June 9, 2017, ended with a demand that (b)(6) reimburse the Board for their damage from the flood. Mr. Weaver repeated the same false allegations from (b)(6)

(b)(6) against (b)(6). Presumably the Board knew (b)(6) was denied because Ms. Neal and (b)(6) are long-time friends.

(b)(6) forwarded Mr. Weaver's demand letter to her insurance adjuster who contacted Mr. Weaver by phone and email. Mr. Weaver never responded. (b)(6)'s insurance adjuster said the Board's claim was baseless because they only own common property, and no common property was damaged in the flood. Further, the adjuster believed Mr. Weaver's demand was an attempt to coerce (b)(6) because it was highly unusual to insert a damage claim at the end of a letter about an entirely different subject, the insurance

company had not received a claim from the HOA Board, the demand included allegations about (b)(6)'s involvement which were already deemed false, and the claim did not state a dollar amount for the alleged damage. The adjuster informed Mr. Weaver the Board's claim was denied. The Board could have filed a claim against (b)(6) for alleged flood damage at any time. In fact, (b)(6) gave Ms. Neal her adjuster's contact information in January

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2017 when Ms. Neal asked if (b)(6)'s subfloor was damaged in the flood. After checking with her adjuster and water restoration company, (b)(6) informed Ms. Neal that she was unaware of damage to the subfloor. Responding to Ms. Neal's request for written verification that the subfloor was intact, (b)(6) forwarded an email from her insurance adjuster stating that he saw no damage to the subfloor, which included the adjuster's contact information. There was no prior mention that the Board sustained damage of any kind due to the flooding. The timing and manner of the Board's claim for flood damages and Mr. Weaver's lack of response when given the direct opportunity to present the claim to (b)(6)'s adjuster show that the Board's true intention was to intimidate (b)(6) from pursuing

her fair housing disability claims.

Being removed from her home of five years has severely disrupted (b)(6)'s life, significantly harmed her health, and caused her financial damages, as well as severe mental anguish and emotional distress. Further details regarding the harm (b)(6) has endured will be provided upon request.

<ol>

<li>The most recent date on which the alleged discrimination occurred:

On or about June 9, 2017, the date the HOA Board responded with a letter intimidating, threatening, and attempting coercion, and is ongoing because (b)(6) is still unable to live in her condo.</li>

<li>Types of Federal Funds identified:

None.</li>

<li>The acts alleged in this complaint, if proven, may constitute a violation of the following: Sections 804(f)(1)(A), 804(f)(2)(A), 804(f)(3)(B), and 818 of Title VIII of the Civil Rights Act of 1968 as amended by the Fair Housing Amendments Act of 1988.

Please sign and date this form:

I declare under penalty of perjury that I have read this complaint (including any attachments) and that it is true and correct.</li>

</ol>



Complainants allege the voucher was for \$3,919, while the property was advertised for 3,600. Complainant notes the property was later re-advertised for \$3,400.



LOJ - Lacks Essential Information.

Claimant fails to allege a protected basis. Claimant does not provide a time line for when she lived at the location, the specific acts of the Respondent, verification of the injury, or verification of the nexus to radiation.

Claimant alleges that she has lived in affordable housing located in an area with known contamination by radiation and (b)(6)

Respondent

LOJ - Lacks Essential Information.

Claimant fails to allege a protected basis. Claimant does not provide a time line for when he lived at the location, the specific acts of the Respondent, verification of the injury, or verification of the nexus to radiation. Cp cites 4/12/2012 as most recent discriminatory act.

Claimant alleges that she has lived in affordable housing located in an area with known contamination by radiation and (b)(6).

Respondent

LOJ - No valid issue or basis

Cp alleges that he unknowing was put into affordable housing that was contaminated by radiation. Complainant does not claim identifiable damages and there is available evidence that there was no radiation contamination at the area of the affordable housing.

Respondent

LOJ - Lacks essential information.

Claimant fails to allege a protected basis, injury, or a nexus between the injury and the protected . Claimant also cites the most recent act of discrimination occurred August 1, 2009.

Claimant alleges that he has lived in affordable housing located in an area of known contamination by radiation, arsenic in the water pipes, and eight other chemical contaminants known to cause cancer.

Respondent

LOJ - Lacks essential information.

Claimant fails to allege a protected basis. However, she cites that she is (b)(6) (b)(6) Claimant does not provide a time line for when she lived at the location or the specific acts of the Respondent.

Claimant alleges that she has lived in affordable housing located in an area with known contamination by radiation.

Respondent

What Happened:  
Charged a high fee for smart meter removal with 4 in close distance.

Why Happened:  
This does not pertain to housing but health with (b)(6) and links to radiation. Having 4 close together is risking my health.

Respondent

The Lake County Department of Social Services and Housing Commission discriminated against me and denied me a reasonable accommodation for a disability or medical condition.

On or about January 29, 2018, due to (b)(6), I submitted a reasonable accommodation (RA) request to the Respondent asking that they accommodate me with the Housing Choice Voucher (HCV) homeownership option through their department.

I was recently given a notice to vacate my current home, but due to the nature and severity and of my (b)(6) and a number of other (b)(6), it is a severe hardship for me to look for housing. When seeking a rental, it is not uncommon for persons with my disability to rule out over 100 rentals as being not accessible for their disability. That is why I believe the HCV homeownership option is best for my situation as it would provide me with long-term housing that I can ensure would accommodate my disability needs.

On or about March 19, 2018, I requested that the approval of my January 29, 2018 RA request for the HCV homeownership option be expedited due to extenuating circumstances.

Respondent

On or about March 29, 2018, the Respondent denied my RA request. Additionally, the Respondent failed to participate in an interactive process before denying my RA request.

There were a number of acts of discrimination and civil rights violations related to the denial of my RA request.

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Complainant states she has been renting from Regency Manor five years. Her apartment did not pass inspection last Spring. She alleges being ill at the time which she believes was due to the mold in her apartment. Complainant's attorney negotiated with the apartment manager who stated that she would reinspect Complainant's apartment. Complainant states that the manager failed to notify Complainant's attorney as she stated she would. On Sunday afternoon, April 29, 2018, the apartment owner and his wife came for an inspection. Complainant contends that her apartment failed inspection and they produced an already typed up letter stating her lease would not be renewed. Complainant states that had she been prenotified as promised, she would have been ready for inspection. She complained about the mold and wet carpeting in her bedroom, the toilet handle was broken because she did not have soft water and it was difficult to operate the lever. Complainant states that her Legal Action attorney negotiated for two months to stay while she sought alternative housing. She is on waiting lists but, does not have anywhere to go. She believes another tenant was partially responsible for Respondent's non-renewal of her lease. The only way to prove this is to show the recordings and pictures. Complainant states she is (b)(6) and (b)(6) The only way to prove environmental illness is to prove what type of mold is in the building. Her carpet is always damp or wet. Complainant states that her problems with management occurred when she called the police on the resident trouble maker in the building when the resident wrote RAT on her apartment door. Complainant was pushed when she confronted he resident, she was trying to shove

Respondent

Complainant into her apartment and scratched Complainant's arm and elbow. Complainant states that when she complained the apartment manager changed her whole demeanor with her. She states that the resident was arrested for other charges and the building has been peaceful. me. Complainant states that the owners violated her rights by failing to give her attorney advanced notice of inspection.

LOJ: CP alleges that Respondents violated her rights by failing to pre-notify her attorney their inspection and their intent not to renew her lease. CP did not state that her disability was a factor in the non-renewal of her lease or that the mold environment contributed to and/or aggravated her disability or that she requested an accommodation; only that the mold environment in her unit may be the cause of her illness.

Referral:

Wisconsin Judicare, Inc,  
401 5th Street, Suite 200  
P.O. Box 6100  
Wausau, WI 54402-6100  
715/842-1681 or 800/472-1638 Toll free

Closed NVI

Based on the below, your experiences are not connected to one of the protected characteristics underlined above; therefore, our office does not have jurisdiction to accept your complaint for investigation.

What happened?:

This house had a landline connected to the telephone network exterior box. It destroyed all of my devices by accessing my network. I never authorized a landline or had knowledge of this. I had my personal privacy invaded and my character destroyed by this spying & harrasement. I was even gang stalked because they were stalking me through my phone. My mail was also intercepted. I run a business from home that is trademarked "Designs by Zal". The house needs to be checked for radiation, termites, plumbing issues and invasive networking electronics. The landlord is next door.

Why do you believe you are being discriminated against?:

I relocated because my communication was intercepted by phone, mail and any electronic device. I had no way to contact anyone. I couldn't even contact emergency services. I even asked the local police to investigate. They did not do anything to help my situation or identity theft.

Respondent



I (b)(6) is requesting a grievance hearing for my last request for an extra bedroom for my medical equipment. No, I don't not have a disability but I have (b)(6)

(b)(6) My UV light unit (Medical equipment) is a very large and dangerous unit. Its 6Ft. tall, 250lbs and have electromagnetic radiation, very hot light bulbs that can burn you and its dangerous for your eyes. My UV light unit is currently in my kitchen. I was told not to put the unit in the room that I sleep in. I have a (b)(6) year old daughter and its dangerous for her to be around or to have access to.

Thanks,

(b)(6)

Respondent

LOJ - No valid basis/issues. Complaint about the placement of an EMF microwave cell tower to be installed on a HUD-subsidized property.

Respondent

LOJ - After a (b)(6) in her rented condo owned by the respondents, the complainant sued the HOA, and the respondents served her a termination notice, which the complainant believes was at the request of the HOA. Subsequently, the HOA also revoked its previous grant (in December 2013) of the complainant's accommodation request to have an analog utility meter instead of a smart meter as installed with all other units at the condo. The complainant alleges disability discrimination, but this termination is not motivated by the disability but by the (b)(6) lawsuit, and afterwards an accommodation request for an analog meter was rejected (probably in retaliation of the lawsuit), which we will not take as a violation of the Fair Housing Act since there is no scientific basis for electromagnetic field injuries to humans.

For many years the respondents allowed the complainant pay a fee to have an analog utility meter instead of a smart meter, due to the complainant's request for accommodation to do so. The Respondents revoked the accommodation provided to Complainant to pay for analog power meters at the subject property, which do not transmit data wirelessly to the energy company. However, the requested accommodation lacks a nexus to Complainant's disabilities. Complainant alleges that she has been diagnosed with (b)(6), which is (b)(6)

(b)(6) and that she is therefore (b)(6). Complainant provided a letter from (b)(6), which asserts that Complainant has a

(b)(6) disability, which is (b)(6)

(b)(6)," recommending that

Respondents opt out of the placement of a "Smart Meter" due to Complainant's disabilities.

However, NIH studies have shown that there is either no effect

Respondent

or no significant or consistent effect by EMF exposure to heart rate, brain electrical activity, hormones, immune system, blood chemistry, or melatonin. Moreover, the NIH funded studies have found no link to leukemia, breast cancer, skin cancer, liver cancer, or brain cancer. Nor has the NIH funded studies found any link to non-cancer effects such as birth defects, immune system function, reproduction, behavior, or learning. (See

[https://www.niehs.nih.gov/health/materials/electric\\_and\\_magnetic\\_fields\\_associated\\_with\\_the\\_use\\_of\\_electric\\_power\\_questions\\_and\\_answers\\_english\\_508.pdf](https://www.niehs.nih.gov/health/materials/electric_and_magnetic_fields_associated_with_the_use_of_electric_power_questions_and_answers_english_508.pdf))

The American Cancer Society states that "Smart meters typically send and receive short messages about 1% of the time," and that "the amount of RF radiation you could be exposed to from a smart meter is much less than what you could be exposed to from a cell phone..." Because there is no scientifically recognized link to health side effects from EMF or Smart Meters, there is no nexus between Complainant's disability and the accommodation requested. Consequently, we lack jurisdiction over this matter.

LOJ - No Valid Issues

Summary: Complainant indicates that she has a radiation detector and lately it has been detecting high levels of radiation. She also indicated that she has several spy detectors, cameras, bugs, and speaking throughout her apartment and they have been picking up detection. Complainant feels that someone is spying on her and would like someone to take a look at it.

The Office of Fair Housing and Equal Opportunity does not have the authority to open a claim of housing discrimination on your behalf because the issues described in your claim do not constitute an illegal housing practice as defined by the Act.

The issue you raised in your complaint may involve policies, regulations, or program requirements of the Office of Public and Indian Housing (PIH). If you have a complaint regarding the Housing Choice Voucher or Public Housing program, please contact the PIH Service Center at 1-800-955-2232 from 9:00 a.m. to 5:00 p.m., Eastern Standard Time (EST) Monday through Friday or by email at [pihirc@firstpic.org](mailto:pihirc@firstpic.org).

You may also contact them at the address listed below for assistance in this matter.

U. S. Department of Housing and Urban Development  
Kevin Laviano, Director  
Ohio State Office of Public Housing, 5DPH  
Cleveland Field Office  
1350 Euclid Avenue, Suite 500

Respondent

Cleveland, Ohio 44115  
(216) 357-7636

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What happened?:

My EMF Radiation Detector keeps detecting high levels of radiation throughout my apartment at Gateway Plaza Apartments. Also, my spy detector are picking up spy cameras or spy bugs and speakers have been detected throughout my apartment in areas such as the air conditioning vents, electric plugs and even my bathroom mirror. I would like someone to come out and take a look at it if possible. Thank you.

Why do you believe you are being discriminated against?:

Sex

\*\*\*\*\*CLOSED - NO VAILD ISSUES\*\*\*\*\*

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I was not consulted prior to a smart meter being installed on my house. After doing the research, I no longer want it near me because it poses a health risk. I'm requesting that my meter be removed and replaced with an analog meter because I am (b)(6).

Respondent

## LOJ - Failure to Respond.

Summary: Complainant is a disabled business owner. She indicated that she lost her housing in 2016 due to income verification being incorrect. Complainant indicates that a plan was developed to submit paperwork in order to gain her housing back. Information is not clear and additional communication is needed before the complaint can be processed. Attempts to contact complainant have been unsuccessful. Email was sent requesting a response by 10/14/2019, to date, no response has been provided.

What happened?:

Washington County CDA has discriminated against me for starting a business. I am a startup. I do not take any money from the company as income. The company just launched and has barely even had any revenue and they have taken this amount and said it is self employment income. They have proof that there is no income, 6 months of itemized bank statements, taxes and much more. They have also done this to me in 2016 causing me to be homeless. I am disabled and have no money nor anywhere to go. They contrived a "projected" income for the year, but there is not projected income because the company is designed as a non-profit and to attract large alignments. We had an agreement in place after they had me homeless in 2016 that I was to submit my taxes, work on large alignments, write more patents and make them aware when I would begin having an income. I have had no income. I have a document that outlines the over 20 discriminatory actions they have taken against me that I would like to submit. In addition, they denied my doctors repeated requests for suitable housing due to my (b)(6), (b)(6), (b)(6), (b)(6), (b)(6), and (b)(6). Two weeks later they sent me a letter saying that

Respondent



because they are aware of (b)(6) and that my current ADA accommodation is rescinded and I have to move out. Even though they prevented me from having the one unit we all knew would actually work. In addition they contrived an income that doesn't exist and sent me a letter saying my new rent was \$2028, when actual full rent is \$1300. We had a plan for my transition and I abided by that plan. They have ignored HUD intervention and continue. I have all documents and have prepared a brief with all 20+ actions of discrimination from this time. This also happened to me in 2016 for winning an award while trying to start a company. Why do you believe you are being discriminated against?:

I was denied housing because WCCDA has always acted in a manner that is discriminatory on ADA needs. I was denied my current residence as retaliation for not allowing them to publicize my national award last year, because of over bullying by my worker since the day I got her, for checking their numbers and finding their errors, for researching the law to remind them of the law, for reading their own 700 page administrative plan that is written like a handbook of discrimination and nullifies the spirit and intention of the HUD policies set for on the matter of annual income reporting. I trusted Ann Hoecht to guide me through finding my self sufficiency and she has thrown me under the bus. There is a massive problem with competence of Sharron Perry along with her bullying and yelling at me in a discriminatory and bullying manner in front of my attorney as well. They even made me prove (b)(6) lives with me full time!

When did the last act of discrimination occur?:

09/16/2019

I am a person with a disability and believe I was subjected to a failure to accommodate most recently on or around June 20, 2019.

I am a former customer of the respondent's service located at One Energy Plaza in Jackson, Michigan.

Since June 2019 and ongoing I have been in communication with the respondent's representatives in attempts to obtain an analog meter versus a smart meter to accommodate my disability . I have provided all required medical documentation, but my requests are still denied. The failure to accommodate me has directly affected the equal enjoyment of my housing opportunity.

The smart meters radiate radiation that affects my medical conditions and I have asked the respondent to give me an analog meter which does not radiate radiation.

Respondent

Complainant (b)(6) identifies herself as a disabled person. The Complainant therefore belongs to a class of person(s) whom the South Carolina Fair Housing Law, as amended, protects from unlawful discrimination based on disability. The subject property is located at (b)(6) (b)(6) South Carolina (b)(6). The Respondents are Duke Energy Carolinas, LLC, electrical company; Lynn Good, CEO at Duke Energy Carolinas, LLC, and Robert Moreland, Project Manager of Smart Meter.

The Complainant alleges that the Respondents subjected her to discriminatory terms and conditions, denied her reasonable accommodation request. The Complainant states that the Respondents decided to install new smart meters in homeowner's residences a few years back. The Complainant stated that she opted out of the smart meters because the meters exacerbate her disabilities. The Complainant alleges the "opt out meters" are worse than the smart meters and they extremely exacerbate her disabilities. The Complainant alleges the "opt out meters" creates high voltage frequencies. The Complainant alleges the meter reaches up to the radio frequency wave range and she feels like she is being "microwaved to death" when she is in subject property because of her disabilities. The Complainant states as recent as October 2, 2019, she must leave

Respondent

her house and drive away to a safe place to sleep. The Complainant states she has complained and asked for an accommodation to the CEO, Ms. Lynn Good and Mr. Robert Moreland, and nothing has been done.

CP wants Carroll Electric to change her electric meter to an analog meter due to her electromagnetic sensitivity. Lacks jurisdiction over the respondent.  
Also, note the Electric account is under the CP mother's name.

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#### Statement from CP

I have (b)(6) and we bought a home in Arkansas ONLY to find out that we have ONE utility provider and they ONLY offer one type of electric meter that brings a toxic signal into the house as well as emitting pulsed microwave radiation.

I have a letter from my medical doctor who is a UT graduate, internal medicine doctor, functional medicine practitioner who took classes recently on my condition. Her letter states that it's a "medical necessity" that I have an analog meter instead of digital and the ONLY utility provider has basically taken a posture to question my doctor's qualifications, wanting ME to jump through hoops to prove to the utility co's staff attorney that I am in fact disabled. WHAT???????? In other words, she is now my doctor I guess.

I'M SO DISGUSTED AND FEEL SOOOOOOOOOOOO DEVALUED...I'M SICK OF THIS LIFE.

Now I've already been through the DisabilityRightsAR.org and their own legal director, Thomas Nichols, stated that my request for an analog meter and my volunteering to send in a picture of the readings monthly by email is "completely reasonable."

After seeing my original ADA Accommodation Request to the utility company, Carroll Electric, my doctor's letter, and the utility company's staff attorney's reply he suggested that I file a complaint

Respondent

with Arkansas Fair Housing Commission. I received a letter yesterday that they don't have jurisdiction. WHAT DOES THAT MEAN AND WHY NOT AND WHO DOES?

What do I need to do to stop being devalued and told that "our equipment and infrastructure" are more important than you?

So, if I'm not wanted in this damn world anymore then at least give me a place to go and be euthanized.

I want to know....why I should bother going through any next steps as it seemed to me that the Fair Housing-Refusal to Accommodate is the appropriate action to take but apparently not. Why should I expect any justice from the dept of justice when I haven't found it anywhere else? When there's only ONE utility company....aren't they a monopoly? A "racket" is more like it. CRIMES GALORE GOING ON. PEOPLE GETTING SICK AND DYING FROM THESE NEW-FANGLED ELECTRIC METERS....SOMEBODY PLEASE HELP US!!!!!!!

If you have any answers I'd like to hear them but seems to me we're in communist tyrannical territory in the US now. DISGUSTED....HUMAN LIVES NO LONGER MATTER!!!!!! WELL MINE DOESN'T.

(b)(6)

LOJ -- CP was unable to articulate why the landlord has not maintained the property due to her disability other than to say that she believes that she was set up and to complain that the landlord is an undocumented immigrant. She also thinks the PHA has perpetrated identity fraud.

What happened?:

Marin hopusing authority refuses to help me move out upon a emergency ,unhabitable living suitiation .the housing has allowed for the trash and debri to be piled up and overflowing to the point that there are toxic fumes reaching up into the window of my apartment ,where i have a young child of (b)(6) old.and the mother .they havent been out to inspect the units but still make payments to the landlord.also the housing authority has not made the owner fix any thing in the apartment for the past 3 years that ive been in this unit.now there is someone who is spraying toxic chemical thru the wakll heater vent and the vent in the bathroom.mold and coriusion is building up,the building along side the apartment is sending radiation to the wall of the apartment ,sending in electric shock to our bodys ,the landlord comes and goes to thialand.recently coming back after 1 year of being gone.I ve been stalked and harrassed by the owner and the owner has called police on my mother several times ,stating that i didnot want my mother there which is not true.the owner has a rv on the side of the 4 plex that he lives in when in town.

Respondent

Why do you believe you are being discriminated against?:

due to my disability ,which is a (b)(6) disaibilty and i do suffer from (b)(6).being the fact of not knowing my rights or how to seek help .taken advantage of by no assistance but from my mother.having to be a prisioner in my own house claims of an fbi investagation.which is not true,death threats,as well as cameras being in the apartment with daily harrassment.items stolen out of my apartment ,making it hard to exist



Complainant (b)(6) possesses (b)(6) as defined by the Fair Housing Act. As such, Complainant belongs to a class of persons whom the Fair Housing Act ("the Act") protects from unlawful discrimination (b)(6). Complainant and her husband, Complainant (b)(6), reside in the home they own located at (b)(6) FL (b)(6) in the Indigo East South Phase II neighborhood, which is under the covenant deed restrictions of Respondent On Top of the World Communities, L.L.C. (hereafter, OTOW LLC), and the rules and standards of Respondent Indigo East Neighborhood Association, Inc. (hereafter, Indigo East), through Respondent Lynette Vermillion, General Manager.

Complainants purchased and began residing at (b)(6) in July, 2019. Soon after, Complainant (b)(6) alleges she noticed a problem with (b)(6) in the (b)(6) she wears. Complainant alleges that two of her neighbors installed transmitting antennas on their properties that emit electromagnetic radiation that interferes with Complainant (b)(6). Complainant alleges transmitting antennas are prohibited by covenant deed restrictions and the community's rules and standards. Complainant alleges Respondents approved the two neighbors only to install receiving antennas not taller than 13-foot. On May 15, 2020 Complainant (b)(6) submitted a reasonable accommodation request to Lynette Vermillion, General Manager of Respondent OTOW LLC, requesting Respondents to enforce the community's rule that no transmitting antennas are permitted on the exterior of any residence. On May 22, 2020, Respondent Lynette Vermillion replied for Respondent Indigo East

Respondent

that Respondents cannot require the two neighbors to remove their antennas unless they have proof that the antennas actually interfere with Complainant's (b)(6) in spite of the antennas violating Respondents' rules and standards that they are obligated to enforce. Complainant alleges Respondent Vermillion stated she is willing to retain vendor Safe Site LLC to test the emissions from the neighbors and provide a spectrum analysis to determine whether emissions from the neighbors' property is causing fluctuations in Complainant's (b)(6), however Complainants allege that one of those neighbors stated in front of Complainant (b)(6) and a different neighbor that Respondent Vermillion informed him how to cheat to pass the spectrum analysis test. Respondents are continuing to fail to enforce the community rules and standards. As such, Complainants believe they have imposed discriminatory terms, conditions, privileges, or services and facilities on Complainants and failed to grant a reasonable accommodation, based on her disability.

What happened?:

I am (b)(6) and the landlords know this. They retaliated against us because we made arrangements on our water and sewer bill and the next thing you know they refused to renew our lease. They have been verbally and emotionally abusive to us. They refused to fix our oven after two weeks in moving in and my husband had to fix it and they refused to pay us back. The washer and dryer are falling apart and they refuse to fix it. The outside along the screen door it is rotting away. They will not let us have a temporary fence for our dogs but next door they allow it. We are current with our rent and they are not renewing it because of the water and sewer bill which is retaliation because they had to fix the outside spigot. The air conditioner condenser is dirty with lots of leaves in it and they did not tune up the furnace before we moved in October 2019. Lights in the microwave were out and they refused to fix plus it was filthy, the refrigerator has cracks on all the shelves and the lights were burnt out. I receive (b)(6) and my husband works. We have (b)(6) which they approved and now complain about. We want to stay here because we have no place to go because they are giving us bad references and we can't move. We will be on the street and they do not care only about the money. When they sent us the certified letter saying they were not renewing our lease they did not give any reason why. This is after they found out we had made arrangements on the water and sewer bill. They are retaliating against us and causing me to have a nervous breakdown and I just had major surgery.

Why do you believe you are being discriminated against?:

They are discriminated against me because I do not work because (b)(6). They are also discriminating against because we complained about things not being fixed. They

Respondent

verbally abused me in December the wife called me all kinds of names and also to my husband. They are refusing to renew our lease for no reason and making life hard for us to get another place by saying terrible things about us which is not true. If they want us to leave we need them to give us a good reference or we will be on the streets. They are abusive, emotional hurtful which affects my disability. I am having a hard time dealing with this plus I (b)(6) and (b)(6) in June and they know this. With (b)(6) I will not be able to (b)(6) (b)(6) We just want to stay here for now. We want them to fix things.

When did the last act of discrimination occur?:

05/15/2020

Is the alleged discrimination continuous or on going?:

Yes