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8 **STATE OF WASHINGTON**
 KING COUNTY SUPERIOR COURT

9 WASHINGTON STATE HUMAN
10 RIGHTS COMMISSION, presenting
11 the case in support of the complaint
12 filed by ABDI ALI and AMINA
13 MOHAMED, on their own behalf and
14 on behalf of their minor daughter, S.M.,

15 Plaintiff,

16 v.

17 ANDREA ELKINS, ELKINS
18 DISTRIBUTION, INC., and TOTAL
19 PROPERTY MANAGEMENT
20 SERVICES, INC.,

21 Defendants.

NO.

COMPLAINT FOR INJUNCTIVE
RELIEF AND DAMAGES UNDER
THE WASHINGTON LAW AGAINST
DISCRIMINATION

22 **I. INTRODUCTION**

23 **1.1** Plaintiff Washington State Human Rights Commission (the Commission), by and
24 through its attorney, Andrea Brenneke, Assistant Attorney General, files this action against
25 Defendants Andrea Elkins, Elkins Distribution, Inc., and Total Property Management Services,
26 Inc., who owned, managed, and/or operated Woodhaven Apartments in Des Moines,
Washington, to remedy unlawful discrimination on the basis of disability and failure to provide
reasonable accommodation in a residential housing transaction, facility, or service.

1.2 This is an action under the Washington Law Against Discrimination (WLAD) to
correct unlawful and discriminatory housing practices, and to provide appropriate relief to

tenants Abdi Ali and Amina Mohamed, and their four minor children, including S.M. (Mohamed Family), who were adversely affected by such practices. The Commission alleges Defendants unlawfully discriminated against the Mohamed Family because of disability by failing to provide reasonable accommodations of the disabilities of their minor daughter, S.M., in violation of RCW 49.60.030(1)(c) and RCW 49.60.222(2)(b), including failure to repair serious water leaking and mold conditions in the unit which exacerbated S.M.'s disabilities, caused her and her family harm, interfered with their use and enjoyment of the apartment, and forced the Mohamed Family to vacate their housing.

II. JURISDICTION

2.1 The Commission has jurisdiction to prosecute this case. RCW 49.60.030(2), RCW 49.60.340. RCW 49.60.240(1)(c) requires the Commission to investigate complaints of housing discrimination, and if it makes a finding of reasonable cause to believe discrimination has occurred, to seek relief. If an agreement to eliminate the unfair practice is not reached, the Complainant or Respondent may elect to have the claims on which reasonable cause was found decided in a civil action under RCW 49.60.030(2), RCW 49.60.340(1)-(2). The Commission made a finding of reasonable cause of disability discrimination and failure to accommodate a disability, conciliation was attempted and failed, Ms. Mohamed made an election to pursue a civil action, and properly and timely served notice of her election to pursue a civil action on the Commission and Defendants.

2.2 This Court has jurisdiction over this matter pursuant to RCW 49.60.340(2), as the Commission has commenced this action within thirty days of Complainant's election to have the claims decided in a civil action under RCW 49.60.030(2).

2.3 The violations alleged in this Complaint were committed in whole or in part in King County, and Defendants transact business in King County. Venue is proper in King County pursuant to RCW 4.12.020 and RCW 4.12.025.

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3.2 Defendants Elkins Distribution, Inc., a Washington corporation, and Andrea Elkins, its owner, own and operate the Woodhaven Apartments, a three story, 12-unit apartment located at 23110 30th Avenue South, Des Moines, Washington, 98198.

IV. FACTUAL ALLEGATIONS

4.2 S.M. is a person with multiple mental, sensory, and physical disabilities, including autism, developmental delays, seizures, and insomnia. She has severe limitations in her ability to communicate or speak and lacks critical awareness of her surroundings or dangers in her environment. As such, she requires a safe and clean living environment and must be free from hazardous conditions.

COMPLAINT

1 Rachel Turner is an employee of TPMS and was the Resident Manager of TPMS assigned to
2 manage and operate the Woodhaven Apartments. If significant repairs were needed to the
3 property or any of its units, the agreement between Andrea Elkins, Elkins Distribution, Inc., and
4 TPMS was that TPMS would provide notice to Elkins Distribution, Inc. and Andrea Elkins, who
5 would then contract directly with others to make those repairs.

6 **4.4** On June 1, 2016, Defendants entered into a residential lease and written
7 residential landlord-tenant agreement with Abdi Ali and Amina Mohamed for the rental of unit
8 #A-201 of the Woodhaven Apartments. Abdi Ali and Amina Mohamed are low income tenants
9 and their rent is subsidized through Section 8 and the King County Housing Authority (Housing
10 Authority).

11 **4.5** Defendants knew or should have known that the Woodhaven Apartment unit
12 rented by the Mohamed Family had longstanding and serious water leaks and mold conditions.
13 The Mohamed Family was not aware of these conditions when they rented the unit, and first
14 became aware of the water leaks and unsafe and unhealthy conditions in November of 2016,
15 approximately five months into their tenancy.

16 **4.6** Defendants knew or should have known about S.M.'s disability and her need for
17 accommodation, as many of her disabilities were open and obvious and were visibly noticeable
18 by Defendants. In addition, the Mohamed family provided notice of S.M.'s disability and made
19 requests for accommodation to the Defendants many times during the tenancy, including the
20 following:

21 **4.6.1** When they signed the lease, Abdi Ali and Amina Mohamed informed
22 Rachel Turner that their daughter, S.M., had a disability and that the family needed
23 accommodation in parking to be as close as possible to their apartment unit. Defendants
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1 granted this accommodation, and the Mohamed Family openly used a disabled parking
2 permit and parked in a disabled parking spot on the property.

3 **4.6.2** In July 2016, in response to a neighbor's noise complaint, Abdi Ali
4 informed Rachel Turner that S.M. had a mental disability and that she had been crying
5 because she was still unfamiliar with the new housing, and asked for accommodation as
6 she settled in.

7 **4.6.3** Beginning in November or December of 2016, Abdi Ali and Amina
8 Mohamed noticed that water was leaking into their apartment from the balcony and
9 exterior window. Then, and repeatedly thereafter, they notified Rachel Turner of the
10 water leak, reported that it was a danger to their disabled daughter, and that it needed to
11 be fixed to accommodate S.M.'s disabilities.

12 **4.6.4** Beginning in May or June of 2017, Abdi Ali and Amina Mohamed noticed
13 that water was leaking into the unit in the kitchen as well and that their refrigerator was
14 not working. Then, and repeatedly thereafter, they notified Rachel Turner of the water
15 leak in the kitchen, reported black mold there and in the bathroom, reminded her that the
16 unsafe conditions were a danger to their disabled daughter, and that the apartment needed
17 to be fixed or that the family needed to be moved to another location to accommodate
18 S.M.'s disabilities.

19 **4.6.5** Beginning on July 19, 2017, Abdi Ali sent Rachel Turner text messages
20 about the unsafe and healthy conditions in the kitchen of the unit because of water leaks.
21 He also notified her that the dryer and the electrical outlet for the refrigerator were not
22 working and needed repair. Rachel Turner responded to these messages by indicating
23 that she had provided notice to the owner, Andrea Elkins, who was handling all
24 maintenance.

25 **4.6.6** Beginning on or around the night of August 9 or early morning of August
26 10, 2017, Ali Abdi and Amina Mohamed noticed that water was dripping from their

1 kitchen ceiling and that parts of the ceiling were falling down, that it smelled of sewage,
2 and that the electricity in the kitchen had stopped working. They reported these
3 conditions to Rachel Turner by voicemail message that night, said that they considered
4 it an emergency, requested accommodation and immediate repair and correction of these
5 conditions.

6 **4.6.7** On August 10-11, 2017, Ali Abdi Mohamed sent multiple text messages
7 to Rachel Turner reporting that the kitchen ceiling was compromised and dripping water,
8 it smelled of sewage, that the dryer and the refrigerator were not working, and that there
9 were ongoing leaks around the windows. He requested accommodation and the
10 immediate repair and correction of these conditions. Rachel Turner sent a text message
11 to Andrea Elkins notifying her of the unhealthy conditions in the unit and the need for
12 repairs and requested she contact the Mohamed Family directly. Rachel Turner also
13 notified the Mohamed Family that they should contact Andrea Elkins about repairs,
14 which they did.

15 **4.6.8** On August 10, 2017, Amina and Ali Abdi Mohamed also reported the
16 water leak, mold, and electrical conditions to the Housing Authority and requested
17 assistance in having these conditions repaired to accommodate their daughter's
18 disability. The Housing Authority inspected the unit on August 12, 2017.

19 **4.6.9** Twice in August of 2017, Andrea Elkins came to the Mohamed Family
20 apartment to inspect the conditions. The second time, on or about August 13, 2017,
21 Amina Mohamed asked Andrea Elkins if there was somewhere else the Mohamed Family
22 could move because of S.M.'s disability and the adverse consequences of the apartment
23 conditions on her health. Ms. Elkins said no.

24 **4.6.10** On August 15, 2017, Housing Authority manager Carolyn Robinson
25 wrote an email to Andrea Elkins indicating that inspection of the Mohamed Family
26 apartment revealed a serious water leak, mold issues, and very bad site conditions with

1 the smell of mold throughout the unit, water damage and mold in the kitchen, around the
2 windows and in closets, all of which was so significant she recommended termination of
3 the contract.

4 **4.6.11** On August 15, 2017, S.M.'s medical provider wrote a letter to Andrea
5 Elkins and Rachel Turner that indicated the mold conditions at the apartment were
6 exacerbating S.M.'s medical condition and disability, that she required disability
7 accommodation, and that the unit was uninhabitable and required immediate repairs. The
8 medical provider sent a copy of the letter directly to Andrea Elkins and Rachel Turner.
9 Amina Mohamed also hand delivered a copy of the letter to Rachel Turner, requested
10 reasonable accommodation, and specifically asked that Defendants move the Mohamed
11 Family to a safe housing unit or temporary location while the repairs were being made.

12 **4.6.12** On September 12, 2017, the Housing Authority conducted a reinspection
13 of the Mohamed Family apartment. On September 20, 2017, the Housing Authority wrote
14 an email to Defendants reporting that the Mohamed Family apartment unit had failed
15 reinspection and that there was still extreme mold in the kitchen, bathrooms, bedrooms,
16 and interior air quality, black mold in the kitchen, and still no electricity in the kitchen.
17 The Housing Authority indicated it would withhold rent payments until the conditions
18 were fixed.

19 **4.6.13** On October 30, 2017, the Housing Authority provided notice to
20 Defendants that the rental assistance to the unit would be discontinued effective
21 November 30, 2017, due to Elkins Distribution, Inc. and Andrea Elkin's ongoing failure
22 to correct the conditions or restore the apartment to a habitable condition.

23 **4.7** At various times in 2016 and 2017, Rachel Turner and Andrea Elkins directly
24 observed and documented the water leakage and mold conditions in the Mohamed Family's
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1 apartment unit, observed S.M.'s open and obvious disabilities, and became aware of her need
2 for accommodation by repair of the unit or relocation to an alternative living unit.

3 **4.8** At times, Defendants sent maintenance and repair people to the Mohamed
4 Family's apartment to address the conditions, but Defendants failed to provide reasonable
5 accommodations of S.M.'s disability, repair the serious defects in the unit, stop the water from
6 leaking inside of it, remediate the mold conditions, or temporarily or permanently move the
7 Mohamed Family to another location. Instead, the serious leaking and mold conditions
8 continued.

9 **4.9** Defendants' failure to provide reasonable accommodations or correct the serious
10 water leakage and mold conditions exacerbated S.M.'s disabilities, caused her and her family
11 harm, suffering and injuries, and prevented her and the Mohamed Family from benefiting from
12 the housing or even using their kitchen and utilities for extended periods of time.

13 **4.10** On December 1, 2017, the Mohamed Family was forced to move and vacate the
14 unit as a result of Defendants' failure to provide reasonable accommodation of S.M.'s disability,
15 fix the ongoing water leaks and mold problems, or move them to alternative and safe housing.
16 The Mohamed Family had no home for two months while they looked for a suitable apartment
17 that would accept their rental subsidy. During this time, they stayed in shelters and a hotel.

18 **4.11** Defendant Andrea Elkins, Elkins Distribution, Inc., and Total Property
19 Management Services, Inc. are directly liable for the acts and omissions of their managers,
20 employees, contractors and/or vendors, and additionally are liable for the acts and omissions of
21 their managers, employees, contractors and/or vendors because they knew or should have known
22 about the conditions of the unit, S.M.'s disability and need for accommodation, and failed to
23 take prompt and effective corrective action to remedy the discrimination or provide reasonable
24 accommodation.

25 **4.12** As a proximate result of Defendants' actions and omissions, S.M. and the
26 Mohamed Family has suffered and will continue to suffer damages, including lost opportunity

1 to use and enjoy the full benefits of their housing, exacerbation of disability, emotional distress
2 and injury, pain and suffering, housing insecurity and stress, embarrassment, humiliation,
3 damage to personal property, economic and financial hardship, and other damages to be proven
4 at trial.

5 **V. CAUSE OF ACTION**

6 **(Violation of the Washington Law Against Discrimination –** 7 **Disability Discrimination and Failure to Provide Reasonable Accommodation Related to** 8 **Disability in Housing)**

9 **5.1** The Commission re-alleges and incorporates by reference the allegations set forth
10 in each of the preceding paragraphs of this Complaint.

11 **5.2** Individuals have the right to be free from discrimination because of disability,
12 including, but not limited to, the right to engage in real estate transactions without discrimination.
13 RCW 49.60.030(1)(c).

14 **5.3** It is unlawful to refuse to make reasonable accommodation in rules, policies,
15 practices, or services when such accommodations may be necessary to afford a person with the
16 presence of any sensory, mental, or physical disability, or physically disabled person equal
17 opportunity to use and enjoy a dwelling. RCW 49.60.222(2)(b).

18 **5.4** Defendants unlawfully discriminated against S.M., a person with developmental,
19 sensory, mental, and physical disabilities, and her parents by refusing to make reasonable
20 accommodations that would allow S.M. to enjoy or remain safely in her home, in violation of
21 RCW 49.60.222(2)(b).

22 **VI. PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiff Washington State Human Rights Commission prays that the
24 Court:

25 **6.1** Adjudge and decree that Defendants have engaged in the conduct complained of
26 herein.

6.2 Adjudge and decree that Defendants' conduct violates the Washington Law Against

1 Discrimination, including RCW 49.60.030(1)(c) and RCW 49.60.222(2)(b).

2 **6.3** Enjoin Defendants from discriminating against persons based on disability and
3 refusing to provide reasonable accommodations to persons with disabilities.

4 **6.4** Order other equitable relief that the Court finds necessary to eliminate the effects
5 of past discrimination, to prevent future discrimination, and to position S.M. and the Mohamed
6 Family as close as possible to the situation they would have been in but for the discrimination.
7 This includes retaining jurisdiction if necessary to fulfill the Court's order.

8 **6.5** Award damages or other appropriate monetary relief to Complainant Mohammed
9 in an amount to be proven at trial.

10 **6.6** Assess a civil penalty against Defendants in the amount of \$10,000 pursuant to
11 RCW 49.60.225(1)(a).

12 **6.7** Award attorney's fees and costs of suit.

13 **6.8** Award such other relief as the Court may deem just and proper.
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15 DATED this 23rd day of December 2021.

16
17 ROBERT W. FERGUSON
Attorney General

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