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8 **BEFORE THE ADMINISTRATIVE LAW JUDGE
FOR A HUMAN RIGHTS COMMISSION HEARING**

9 WASHINGTON STATE HUMAN
10 RIGHTS COMMISSION, presenting the
11 case in support of the complaint filed by
JASON M. STOCKHAM,

12 Complainant,

13 v.

14 RELIABLE ENTERPRISES and
15 RELIABLE PROJECT LLLP,

16 Respondents.

WSHRC Case No. 21HD-0087-19-0
OAH Docket No.

AMENDED COMPLAINT

17 Complainant Washington State Human Rights Commission (the Commission) submits
18 this amended complaint and states as follows:

19 **I. UNFAIR PRACTICES ALLEGED**

20 1. This is an action under the Washington Law Against Discrimination to correct
21 unlawful and discriminatory housing practices, and to provide appropriate relief to Jason M.
22 Stockham, who was adversely affected by such practices. The Commission alleges that
23 Respondents, Reliable Enterprises and Reliable Project LLLP, unlawfully discriminated
24 against Mr. Stockham, their tenant, by initiating a discriminatory eviction against
25 Mr. Stockham, retaliating against Mr. Stockham, and imposing discriminatory terms and
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1 conditions against Mr. Stockham, in violation of RCW 49.60.030(1)(c), RCW 49.60.222(1)(b),
2 (1)(f), (1)(i), and RCW 49.60.2235.

3 **II. JURISDICTION**

4 2. The Commission has jurisdiction to prosecute this case. RCW 49.60.240, .250.
5 RCW 49.60.240(1)(c) requires the Commission to investigate complaints of housing
6 discrimination and, once it makes a finding of reasonable cause to believe discrimination has
7 occurred, to seek relief for such discrimination. If an agreement to eliminate the unfair practice
8 is not reached, RCW 49.60.250(1) directs the Commission to request appointment of an
9 administrative law judge to hear its complaint.

10 **III. FACTUAL BASIS FOR ALLEGATIONS**

11 3. Jason M. Stockham is an individual with a developmental disability. Due to his
12 disability, Mr. Stockham has limited reading and writing ability. His mother assists with his
13 care on a daily basis.

14 4. On or around August 8, 2017, Mr. Stockham submitted a rental application to
15 Housing Opportunities of SW Washington, the local public housing authority, to receive
16 project-based assistance to rent a unit from Reliable Homes at 2207 Harrison Avenue,
17 Centralia, Washington 98531.

18 5. Public housing authorities work with the United States Department of Housing
19 and Urban Development (HUD) to assist eligible families and individuals obtain affordable
20 housing. One form of assistance is HUD's Section 8 project-based voucher program, which
21 subsidizes units of a landlord's rental property. After the first year of tenancy in a project-
22 based unit, the family or individual may terminate the lease and the public housing authority
23 will offer the family or individual Section 8 tenant-based rental assistance. Section 8 tenant-
24 based rental assistance allows families or individuals to lease from any unit where a public
25 housing authority administers a Section 8 tenant-based housing choice voucher program.

26 6. Mr. Stockham's rental application indicated that he is a person with a disability.

1 7. On or around December 1, 2017, Mr. Stockham began his lease for Unit 112 at
2 Reliable Homes. That lease indicated that he was under a Section 8 project-based voucher.

3 8. Respondent Reliable Project LLLP owns the property at 2207 Harrison Avenue,
4 Centralia, Washington 98531.

5 9. Respondent Reliable Project LLLP is a registered Washington Limited Liability
6 Limited Partnership whose principal office is 203 West Reynolds Road, Centralia, Washington
7 98531. Its registered agent is Respondent Reliable Enterprises.

8 10. Respondent Reliable Enterprises is a registered nonprofit corporation in
9 Washington whose stated mission is “to motivate and empower the growth of disadvantaged
10 & disabled individuals by expanding opportunities in employment, education, and affordable
11 housing.” Its principal office is 203 West Reynolds Road, Centralia, Washington 98531.
12 Reliable Enterprises operates and/or manages at least 120 housing units across Lewis County,
13 including Reliable Homes, where Mr. Stockham was a tenant.

14 11. Throughout Mr. Stockham’s tenancy at Reliable Homes, he was harassed
15 because of his developmental disability. Residents would, among other things: call him
16 “retarded”; call him “stupid”; raise their middle finger as he walked by; push Mr. Stockham
17 against a wall; follow him off the property and laugh at him; attempt to pull him out of his car;
18 tell him to leave the smoking area; blow smoke into his face; and threaten to physically beat
19 him.

20 12. Mr. Stockham and Linda Stockham, Mr. Stockham’s mother, put Respondents
21 on notice about this harassment and made numerous requests to managers at Reliable Homes
22 to ask Respondents to prevent any further harassment.

23 13. Mr. Stockham continued to be harassed because of his disability throughout his
24 tenancy at Reliable Homes. Upon information and belief, no residents were evicted or warned
25 about their behavior toward Mr. Stockham.
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1 14. On July 26, 2018, Mr. Stockham requested that his mother be allowed to move
2 in as his live-in caregiver, as a reasonable accommodation for his disability, and because of
3 the ongoing harassment. Mr. Stockham and Ms. Stockham agreed to obtain a medical
4 recommendation in support of Ms. Stockham's application to move in as a live-in caregiver.

5 15. On or around August 1, 2018, another tenant, Steven Fisher, and Mr. Stockham
6 had a dispute at Reliable Homes, during which Mr. Fisher spat on Mr. Stockham.

7 16. A law enforcement official responded to the dispute and filed an incident report.
8 The official notes that based on the security camera footage, "it does look as if Mr. Fisher
9 possibly spit on Mr. Stockham." The official further explains that he is "unable to determine
10 the primary aggressor" in light of conflicting statements. As a result, neither Mr. Fisher nor
11 Mr. Stockham were arrested or prosecuted.

12 17. Shortly after, on August 3, 2018, Respondents served Mr. Stockham with a
13 notice to terminate tenancy by August 31, 2018, due to "[p]hysical altercations with another
14 tenant on-site."

15 18. On or around October 3, 2018, Respondents filed an unlawful detainer action
16 against Mr. Stockham and his mother, Linda Stockham, who advocated for Mr. Stockham's
17 rights but did not reside at Reliable Homes.

18 19. Respondents did not serve Mr. Fisher with a notice to terminate tenancy or file
19 an unlawful detainer action against him, despite the on-duty manager's statement to the
20 investigating law enforcement official that Mr. Fisher also shoved Mr. Stockham during the
21 August 1, 2018, incident, Mr. Fisher's previous incidents of harassment against Mr. Stockham,
22 and Mr. Fisher's other altercations with residents that required law enforcement presence at
23 Reliable Enterprises, including a July 29, 2018, verbal altercation between him and another
24 resident.

25 20. In the complaint in the unlawful detainer lawsuit against Mr. Stockham,
26 Respondents claimed that Mr. Stockham failed or refused to pay rent, despite the fact that Mr.

1 Stockham submitted rent payments to Respondents every month. Respondents' agent, Christi
2 Lucas, submitted an accompanying declaration which stated that she returned Mr. Stockham's
3 check because he allegedly gave it to a staff person who was not authorized to accept rent. But,
4 to the contrary, Mr. Stockham dropped off his rent payments at the Reliable Homes front desk,
5 just as he had done in the past. Notably, the complaint and declaration made no mention of any
6 physical altercations with another tenant, despite that being the alleged basis for the August 3,
7 2018, notice to terminate.

8 21. On or around November 1, 2018, Mr. Stockham attempted to pay his monthly
9 rent at the front desk of Reliable Homes. Respondents again rejected Mr. Stockham's rent
10 payment, but kept the subsidy payment for his unit, as they had done the past two months. Ms.
11 Lucas admitted that she had instructed Respondents' staff to return Mr. Stockham's past rent
12 payments for September and October 2018.

13 22. In a subsequent memorandum of plaintiff in the unlawful detainer lawsuit
14 against Mr. Stockham, Respondent Reliable Enterprises stated that both Mr. Fisher and
15 Mr. Stockham "were/are required to vacate the [p]remises" because of the July 31, 2018,
16 incident. However, Ms. Lucas explained to the Human Rights Commission that Mr. Fisher was
17 the one who was shoved so there were "no consequences" for him.

18 23. Mr. Stockham vacated Reliable Homes on November 30, 2018, the end of his
19 lease term. Respondents subsequently agreed to dismiss the unlawful detainer action against
20 Mr. Stockham, and he was not evicted from his unit at Reliable Homes.

21 24. Despite completing the term of his tenancy and living at Reliable Homes for
22 one year, Mr. Stockham was denied a Section 8 tenant-based housing voucher.

23 25. The Section 8 project-based Voucher Program addendum attached to
24 Mr. Stockham's lease provides that the individual or family "may terminate its lease at any
25 time after the first year of occupancy. . . . If the family has elected to terminate the lease in this
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1 manner, the PHA *must* offer the family the opportunity for tenant-based rental assistance.”
2 (Emphasis added.)

3 26. Ms. Lucas stated that she was the one who decided that Mr. Stockham would
4 not receive the Section 8 housing voucher. When asked why Mr. Stockham was denied a
5 voucher, she stated that Mr. Stockham was not a good tenant.

6 27. Upon information and belief, Respondents did not deny a Section 8 housing
7 voucher from any tenants who remained in their unit for the twelve month lease period between
8 July 1, 2018, and June 30, 2019.

9 28. Upon information and belief, Respondents did not deny or refund rent payments
10 from any tenants between July 1, 2018, and June 30, 2019.

11 29. Because of the denial of a housing voucher, Mr. Stockham is unable to secure
12 housing on his own and was forced to move into his mother’s 40-foot travel trailer, and lives
13 with her to this day.

14 **IV. FIRST CAUSE OF ACTION**

15 **(Violation of the Washington Law Against Discrimination – Discriminatory Termination** 16 **of Tenancy)**

17 30. The Commission realleges and incorporates by reference the allegations set
18 forth in each of the preceding paragraphs of this Amended Complaint.

19 31. Individuals have a right to be free from discrimination because of disability,
20 including, but not limited to, the right to engage in real estate transactions without
21 discrimination. RCW 49.60.030(1)(c).

22 32. It is an unfair practice to make unavailable or deny a dwelling to a person
23 residing in that dwelling after it is rented, or to any person associated with the person renting
24 the dwelling, or to expel a person from occupancy of real property, because of disability.
25 RCW 49.60.222(1)(f), (1)(i).

26 33. Mr. Stockham is a person with a developmental disability.

34. Respondents unlawfully discriminated against Mr. Stockham by serving him with an eviction notice and filing an unlawful detainer action against him, when Respondents have taken no action to evict other similarly-situated tenants, who do not have cognitive disabilities, but who engaged in similar behavior, in violation of RCW 49.60.222(1)(f), (1)(i).

V. SECOND CAUSE OF ACTION

(Violation of the Washington Law Against Discrimination – Retaliation)

35. The Commission realleges and incorporates by reference the allegations set forth in each of the preceding paragraphs of this Amended Complaint.

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

37. It is unlawful to coerce, intimidate, threaten, or interfere with individuals in their exercise or enjoyment of their rights regarding real estate transactions secured by RCW 49.60.030. RCW 49.60.2235.

38. Respondents intimidated, threatened, or interfered with Mr. Stockham's exercise and enjoyment of his right to request a reasonable accommodation from his housing provider based on his disability and to complain about unlawful harassment because of his disability.

39. Through their actions described above, Respondents have retaliated against Mr. Stockham, in violation of RCW 49.60.2235.

VI. THIRD CAUSE OF ACTION

(Violation of the Washington Law Against Discrimination – Discriminatory Terms and Conditions)

40. The Commission realleges and incorporates by reference the allegations set forth in each of the preceding paragraphs of this Amended Complaint.

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

42. It is unlawful to discriminate against a person in the terms, conditions, or privileges of a real estate transaction or in the furnishing of facilities or services in connection therewith. RCW 49.60.222(1)(b).

43. Through their actions described above, Respondents have unlawfully imposed discriminatory terms and conditions against Mr. Stockham based on his disability, including, but not limited to, failing to address his reports of harassment by other residents based on his disability; taking steps to evict him for the same or similar conduct as other residents without disabilities, including filing eviction proceedings against his mother who advocated for him but did not reside at Reliable Homes; denying his rent payments but keeping the subsidy payments for his unit; and refusing him a Section 8 housing choice voucher provided to other tenants following completion of a one-year tenancy, in violation of RCW 49.60.222(1)(b).

VII. REQUEST FOR RELIEF

44. The Commission requests an order declaring that Respondents have engaged in the conduct complained of herein, and that said conduct violated the Washington Law Against Discrimination, RCW 49.60.030(1)(c), RCW 49.60.222(1)(b), (1)(f), (1)(i), and RCW 49.60.2235.

45. Mr. Stockham should be awarded damages for lost opportunity to use and enjoy the full benefits of his housing; loss of enjoyment of the benefits of the Section 8 tenant-based housing voucher he was unlawfully denied; harm caused by the discriminatory eviction proceeding filed against him; inconvenience caused by participating in the investigation and prosecution of his discrimination complaint; pain and suffering; financial hardship; embarrassment; emotional distress; and other damages to be proved at hearing.

1 46. Respondents should be required to pay a civil penalty of ten thousand dollars
2 (\$10,000) each, as provided by RCW 49.60.225(1)(a), for their knowing and intentional
3 violations.

4 47. Respondents should be ordered to attend fair housing training approved by the
5 Commission and/or the Attorney General's Civil Rights Division.

6 48. Respondents should be enjoined from discriminating against, retaliating
7 against, and/or harassing persons based on disability, and should be required to change their
8 rental policies and procedures to comply with this injunction.

9 49. Other equitable relief should be ordered which this tribunal finds necessary to
10 eliminate the effects of past discrimination, to prevent future discrimination, and to restore
11 Mr. Stockham as closely as possible to the position he would have been in, but for
12 Respondents' discrimination. This includes retaining jurisdiction, if necessary, to fully
13 effectuate this tribunal's order.

14 DATED this 16th day of May, 2022.

15 ROBERT W. FERGUSON
16 Attorney General

17 /s/ Daniel J. Jeon
18 Daniel J. Jeon, WSBA #58087
19 Assistant Attorney General
20 Office of the Attorney General
21 Wing Luke Civil Rights Division
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24 (206) 342-6437
25 Daniel.Jeon@atg.wa.gov

26 Attorney for Complainant Washington State
 Human Rights Commission

1 I, Cheryl Strobert, Acting Executive Director of the Washington State Human Rights
2 Commission, verify that I have reviewed the above amended complaint and that the unfair
3 practices charged, the factual allegations set forth, and the relief requested are true, correct and
4 appropriate to the best of my knowledge and belief.

5 Signed this 13th day of May, 2022

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8 Cheryl Strobe
9 Acting Executive Director
10 Washington State Human Rights Commission
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