



November 13, 2019

Determination

Case Name: Brown v. Greystar et al

Case Number: FY 20-03

I. Jurisdiction

A complaint was filed with City of Charlotte's Community Relations Committee on August 23, 2019 alleging that the Complainant was injured by a discriminatory act. It is alleged that the Respondents were responsible for: Discriminatory acts under Section 818. It is alleged that the Respondents' acts were based on retaliation. The most recent act is alleged to have occurred on November 6, 2018. The property is located at: 345 Sharon Township Lane, Charlotte, NC 28211. The property in question is not exempt under the applicable statutes. If proven, the allegation would constitute a violation of the City of Charlotte Fair Housing Ordinance Article V Section 12-116(e)(1).

The Respondents receive no federal funding.

II. Complainant Allegations

Complainant Spencer Brown identifies himself as an African American male. Complainant was renting an apartment at Inspire Southpark which is managed by Respondent Greystar Properties. Complainant is an officer at the Charlotte Mecklenburg Police Department (CMPD) and was renting an apartment from Respondent at a reduced rate in exchange for providing security services, as a Courtesy Officer, for the property. Complainant alleges that while he was living at the property, he reported sexual and racial harassment by another resident to Respondents, and in response to his report, Respondents terminated his position as Courtesy Officer and therefore his rental concession was revoked. Complainant believes he had a right to peaceful enjoyment of his housing and when that enjoyment was interfered with by his harassing neighbor, Respondents reacted retaliatorily to his report, in violation of the City of Charlotte Fair Housing Ordinance Article V Section 12-116(e)(1).

III. Respondent Defenses

Respondents Greystar deny any retaliatory action. Respondents Greystar state Complainant was relieved of his duties as a Courtesy Officer at Inspire Southpark due to his dereliction of multiple duties that had been assigned to him.

Respondents Morgan Bond Holdings Charlotte and Morgan Bonds Charlotte, owner corporations, deny responsibility for any violation of the City of Charlotte Fair Housing Ordinance because Complainant's allegations are directed solely at the actions of Greystar and its employees.

IV. Findings and Conclusions

Allegations

Complainant Spencer Brown identifies himself as an African American male. Complainant was renting an apartment at Inspire Southpark which is managed by Respondent Greystar Properties. Complainant is an officer at CMPD and was renting an apartment from Respondent at a reduced rate in exchange for providing security services, as a Courtesy Officer, for the property. Complainant alleges that while he was living at the property, he reported sexual and racial harassment by another resident to Respondents and in response to his report, Respondents terminated his position as Courtesy Officer and therefore his rental concession was revoked. Complainant believes he had a right to peaceful enjoyment of his housing and when that enjoyment was interfered with by his harassing neighbor, Respondents reacted retaliatorily to his report, in violation of the City of Charlotte Fair Housing Ordinance Article V Section 12-116(e)(1).

Findings

The investigation revealed that Respondent corporations, Morgan Bond Holdings Charlotte and Morgan Bond Charlotte, own the Inspire Southpark property and hired Greystar RS National to manage the property from September 1, 2017 through January 10, 2019. The investigation further revealed that Complainant was hired, at the request of Respondent Kim Upton, Greystar Community Manager, to serve as a Courtesy Office at Inspire Southpark on February 2, 2018.

Evidence presented during the investigation shows that on October 19, 2018, Complainant reported to Respondent Upton and witness Jordan Howell, Greystar Assistant Community Manager, that he had been sexually and racially harassed by another resident. Respondent Upton and witness Howell both stated Complainant reported that another resident in the community had followed him into a public restroom, locked the door, refused to let him exit and threw her leg up onto the doorway, while wearing a dress and therefore exposing herself to the Complainant.

Respondent Upton stated that the Complainant was planning on obtaining a restraining order against the woman who was harassing him, and further admitted to telling the Complainant that because of his position as a Courtesy Officer receiving a rental concession, if he were to obtain a restraining order against the harassing resident he would have to "be the one to go" because the harassing resident was "a full paying tenant" and he was not. Respondent Upton also stated that she could not have a Courtesy Officer with a restraining order against another resident living on the

property, because police do not get to determine which calls they respond to, and that it just would not work.

The investigation further revealed that while Respondent Upton expressed some discontent with the Complainant's performance as a Courtesy Officer via text message, no formal action was taken to make the Complainant aware that his position as a Courtesy Officer might be in jeopardy. Respondent Upton further stated that on October 19, 2018 during the Complainant's reporting of the sexual and racial harassment of another resident, was the time she brought to Complainant's attention that he had been late on rent, and therefore in violation of his Courtesy Officer agreement. She went on to tell the Complainant, "if we are discussing issues, then...we should talk about it."

Respondent Kim Upton further revealed that her decision to terminate the Complainant as a Courtesy Officer was not based solely on his poor performance in that role. Respondent Upton explained that she did not know how a Courtesy Officer could do his job within a community in which the Officer has a restraining order against a member of that community. Respondent Upton went on to explain that after the October 19, 2018 meeting, she was unable to make contact with the Complainant to resolve or discuss the reported harassment and as a result, decided it would "be best" to terminate him.

The investigation revealed that on November 6, 2018, the Complainant received notice of termination to the Courtesy Officer contract at Inspire Southpark. Respondent Upton also acknowledged an investigation into Complainant's harassment claims was never completed.

Conclusion

For the Complainant to prevail in the claim of discrimination alleging a violation of section 12-116(e)(1) of the Charlotte Fair Housing Ordinance, the following prima facie case elements need to be met:

- 1. Was the Complainant involved in a protected activity? Did the Complainant exercise, or attempt to exercise, or aided, attempt to aid, or encourage another person in the exercise of a right or activity protected under the Fair Housing Act?**

Yes. The Complainant was renting an apartment from the Respondents at a discounted rate because he was also working on the property as a Courtesy Officer. The Complainant reported, to Respondents, an interference in the exercise or enjoyment of his Fair Housing rights. Complainant reported another resident in the community had sexually and racially harassed him.

- 2. Did the Respondent know that the Complainant was engaged in a protected activity; or based on the facts and circumstances, should the Respondent have known that the Complainant was engaged in a protected activity?**

Yes. Respondents have admitted to being made aware of Complainant's interference in the exercise or enjoyment of his Fair Housing rights. Respondents claim Complainant never used the words "sexual harassment." However, Respondent Upton and witness Howell acknowledge that on October 19, 2018, Complainant met with Respondent Upton and witness Howell and reported that another resident in the community had followed him into a public restroom, locked the door, refused to let him exit and threw her leg up onto the doorway further blocking the exit. Witness Howell recalled Complainant telling him that the resident was wearing a skirt or a dress that exposed her black thong underneath when she threw up her leg. Therefore, Respondents did both know and should have known that the Complainant was engaging in a protected activity by reporting these actions of another resident.

3. Did the Respondent undertake one or more substantial actions against the Complainant to discourage the Complainant, or punish the Complainant for Complainant's involvement in the protected activity?

Yes. Respondent Upton admitted to telling the Complainant that because of his position as a Courtesy Officer with a rental concession, if he were to exercise his right to obtain a restraining order against the harassing resident, he would have to "be the one to go" because the harassing resident was "a full-paying tenant." Respondent Upton and witness Howell also stated that on October 19, 2018, during Complainant's reporting of the sexual and racial harassment, Respondent Upton told Complainant he was not paying rent on time and therefore was in violation of his contract as a Courtesy Officer. According to Respondent Upton, Complainant responded to this statement, telling Respondent Upton he was there to discuss his concerns with a resident not to discuss his rent payments or Courtesy Officer contract, to which Respondent Upton replied, "if we are discussing issues, then yes, we should talk about it," dismissing the Complainant's concerns about being harassed. Furthermore, Respondent Upton admitted her decision to terminate the Complainant as a Courtesy Officer was not based solely on her allegations of the Complainant's poor performance in his position. Respondent Upton claims to have attempted to contact the Complainant several times after the October 19, 2018 meeting, but Complainant refused to communicate with Greystar staff outside of Respondent Jody Rimmer, Greystar Regional Property Manager, or Respondent Stephanie Hovis, Greystar Senior Director. Respondent Upton stated that because she could not reach the Complainant to get more information about or resolve the reported harassment, she determined it would "be best" to terminate him. Complainant's termination resulted in the loss of his rental concession and therefore the loss of his housing.

Based upon the information set forth above, there is Reasonable Cause to believe that the Charlotte Fair Housing Ordinance was violated as alleged.

V. Additional Information

Notwithstanding this determination by the Charlotte-Mecklenburg Community Relations Committee, the City of Charlotte's Fair Housing Ordinance provides that the Complainant may file a civil action in an appropriate federal district court or state court within two years after occurrence or termination of the alleged discriminatory housing practice.

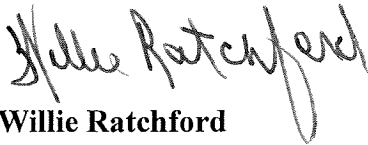
The computation of this two-year period does not include the time during which this administrative proceeding was pending. In addition, upon the application of either party to such civil action, the court may appoint an attorney, or may authorize the commencement of or continuation of the civil action without the payment of fees, costs, or security, if the court determines that such party is financially unable to bear the costs of the lawsuit.

The Department's regulations implementing the Act require that a dismissal, if any, be publicly disclosed, unless the Respondent(s) requests that no such release be made. This request must be made by the Complainant or Respondent within thirty (30) days of receipt of the determination to:

Charlotte-Mecklenburg Community Relations Committee
700 Parkwood Avenue
Charlotte, NC 28205

Notwithstanding such request by the Complainant or Respondent, the fact of a dismissal, including the names of all parties, is public information and is available upon request.

A copy of the final investigative report can be obtained from:



Willie Ratchford
Executive Director
Charlotte-Mecklenburg Community Relations Committee
700 Parkwood Avenue
Charlotte, NC 28205