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INVESTIGATIVE REPORT

VHRC Case No.: HV20-0006 and HUD Case No.: 01-20-3860-8

Complainant: Jessica Larivee

Respondent: Mica Andersson

Charge: Disability Discrimination in Housing

SUMMARY OF COMPLAINT

Complainant, Jessica Larivee is an individual with psychiatric and emotional disabilities. Ms. Larivee was searching for housing in August of 2019 and came across Respondent, Mica Andersson's advertisement on Craigslist for a rental property in Shelburne, Vermont. Ms. Larivee responded to the advertisement and exchanged emails with Ms. Andersson about the rental. After some discussion, Ms. Larivee requested a reasonable accommodation to have her assistance cat live with her and her family. Ms. Andersson then informed Ms. Larivee that the property had a prospective renter who had filled out an application and put down a deposit. Ms. Larivee alleges that the property remained available and she was denied the rental unit on the basis of her disability.

SUMMARY OF RESPONSE

Mica Andersson responds that she never knew of Complainant's disabilities or assistance animal and denies she failed to rent to the Complainant because she was a person with a disability. Ms. Andersson argued that she did not tell Ms. Larivee that the property was no longer available, only that another party had put down a deposit on it. She also stated that she was not able to find the other party's application or proof of deposit because she had a number of issues going on in her private life at the time.

PRELIMINARY RECOMMENDATION

This investigation makes preliminary recommendations to the Human Rights Commission to find that there are **reasonable grounds** to believe that the Mica Andersson discriminated against Jessica Larivee based on her disability as stated in Vermont Fair Housing and Public Accommodations Act, 9 V.S.A. §4503(a)(1) and (10).

Documents

- Complaint, October 22, 2019
- Response to Complaint, November 8, 2019
- Craigslist advertisement
- Vermont State Housing Authority Voucher Payment Standards, effective 12/1/2018
- August 29, 2019 email from Jessica Larivee to Mica Andersson via Craigslist at 11:48 a.m.
- August 29, 2019 email from Mica Andersson to Jessica Larivee via Craigslist at 6:25 p.m.
- August 29, 2019 email from Jessica Larivee to Mica Andersson via Craigslist at 7:33 p.m.
- August 30, 2019 email from Mica Andersson to Jessica Larivee via Craigslist at 6:35 a.m.
- August 30, 2019 email from Jessica Larivee to Mica Andersson via Craigslist at 6:01 p.m.
- August 30, 2019 email from Mica Andersson to Jessica Larivee via Craigslist at 9:06 p.m.
- Text messages between Jessica Larivee to Mica Andersson on August 31, 2019.
- Note from Jessica Larivee's doctor about the need for an assistance animal (January 24, 2020)

Interviews

- Jessica Larivee, via telephone, December 3, 2019
- Mica Andersson via telephone, December 20, 2019

Kelly Cheney, Occupancy Coordinator, Vermont State Housing Authority, via telephone, January 22, 2020

FACTS

Jessica Larivee is an individual with psychiatric and emotional disabilities including post-traumatic stress disorder, depression, anxiety, obsessive compulsive disorder and attention deficit

disorder.¹ Ms. Larivee was searching for a home for herself and her family and came across a Craigslist post advertising a house for rent in Shelbourne, Vermont.² The rent was listed as \$2,250 a month.³ Ms. Larivee contacted the landlord via email through Craigslist on August 29, 2019. In her message, she wrote:

Good m [sic] morning

I am interested in hearing more about your rental and have just a couple of questions first. My first [sic] is do you take section 8 rental payment? It helps ease landlords [sic] when they know they can expect there [sic] rent payment on time every single month. And do you allow cats? If not would your tenant be able to have there [sic] camper there in order for there [sic] furry family members of 8 years to [sic] in the camper that has plenty of room for them and even has air-conditioning and a furnace for when it gets cold out. As a family of 5 who rented there [sic] home for 14 years we firmly believe that when you get a [sic] Animal it is a commitment to that Animal that you will care for it for life. Our cats are 8yrs, 5 yrs & 3yrs. They are fixed, well behaved and prefer to eat and sleep 😊

Best Jessica⁴

Ms. Andersson then wrote back to Ms. Larivee and said:

Thank you for your interest in my property. I don't think there will be room to park a camper for your cats unfortunately. I am having all new carpet laid in the residence so I would be unable to accept them without a large deposit.

Thanks, Mica⁵

That same evening, Ms. Larivee wrote Ms. Andersson back and asked how large the deposit would be.⁶ Ms. Andersson responded the next day:

It would have to be enough to replace all the floors and floor pads in case the cats pee anywhere. You cannot get cat urine smell out of carpets or floor pads; replacement is my only option.

It would probably be around \$3000, but I would need to talk to my flooring guy first to confirm.⁷

Later that day, Ms. Larivee responded to Ms. Andersson stating the following:

¹ Complaint

² Interview of Jessica Larivee

³ Craigslist advertisement

⁴ August 29, 2019 email from Jessica Larivee to Mica Andersson via Craigslist at 11:48 a.m.

⁵ August 29, 2019 email from Mica Andersson to Jessica Larivee via Craigslist at 6:25 p.m.

⁶ August 29, 2019 email from Jessica Larivee to Mica Andersson via Craigslist at 7:33 p.m.

⁷ August 30, 2019 email from Mica Andersson to Jessica Larivee via Craigslist at 6:35 a.m.

Yes I would appreciate that, my cat is a [sic] emotional support for my disability and so I would need to ask for a responsible [sic] accommodation in any place that I decide to move to. One of my cats can stay with a family member, however my 8 year old feline often times [sic] accompanies me with I go out of the home. She makes living with ptsd so much easier. But if there's no room for the camper than I will have to go back to community action and see if the \$3,000 pet deposit is something, they could help me with. Thank you for the quick response it's greatly appreciated.⁸

That same evening, Ms. Andersson wrote back to Ms. Larivee and stated the following:

Hi Jessica. A couple came to see the property today, they have already put in their applications and put down a deposit, so it looks like it may already be rented. Thanks for your inquiry.⁹

The next day, Ms. Larivee decided to text Ms. Andersson from a different phone number in order to see if the property had in fact been rented:

Hello. Interested in your house that is for rent. When would be a good time to call to discuss this further? I have to be up early for work but I am available after 2.¹⁰

Ms. Andersson wrote back approximately two hours later:

I may be out of range on my cell phone tomorrow afternoon. Are you available Monday?¹¹

Ms. Larivee wrote back and stated:

Yes Monday works for us what time¹²

Ms. Andersson responded:

I should have cell service most of Monday do just call when it's convenient for you.¹³

Ms. Larivee responded:

⁸ August 30, 2019 email from Jessica Larivee via Craigslist at 6:01 p.m.

⁹ August 30, 2019 email from Mica Andersson to Jessica Larivee via Craigslist at 9:06 p.m.

¹⁰ Text message from Jessica Larivee to Mica Andersson on August 31, 2019 at 7: 41 p.m.

¹¹ Text message from Mica Andersson to Jessica Larivee on August 31, 2019 at 9:30 p.m.

¹² Text message from Jessica Larivee to Mica Andersson on August 31, 2019 (exact time unknown)

¹³ Text message from Jessica Larivee to Mica Andersson on August 31, 2019 (exact time unknown)

Sounds good. Thank you have a good night.¹⁴

No more contact occurred between the two parties.¹⁵ Ms. Andersson was not aware that the person who was texting her was actually Ms. Larivee until the HRC complaint was filed.¹⁶ Ms. Larivee believed that Ms. Andersson's willingness to discuss the property with her while she pretended to be another prospective renter was evidence that Ms. Andersson lied to her about the property not being available.¹⁷ Ms. Larivee further believed that the decision to not rent to her was based solely on her disability and the requested reasonable accommodation to allow her to have an assistance animal.¹⁸

Ms. Andersson claims that she never told Ms. Larivee that she could not get an application or come see the property.¹⁹ She simply stated that it may be rented.²⁰ Ms. Andersson pointed to the fact that her final email exchange with Mr. Larivee had indicated that it *might* be rented. She argued she had made no final representation that it was unavailable.

This investigator requested any evidence that a deposit had been put down, an application filled out or anything to indicate that Ms. Andersson was in the process of renting the property to someone else at that time. Ms. Andersson was not able to provide any of that information, nor could she provide contact information so this investigator could contact the renters/potential renters as witnesses. She informed this investigator that the reason she could not provide this documentation was due to ongoing issues in her personal life and that she does not keep every document and was not required to do so.

LEGAL ANALYSIS

Both Vermont and the Federal Fair Housing Act makes it unlawful to discriminate "in the sale or rental, or to otherwise make unavailable or deny, a dwelling" because of a renter or associated person's disability.²¹ Vermont law follows federal law closely when it comes to discrimination in the rental of a dwelling. Ms. Larivee's complaint alleges two violations of law regarding discrimination based on disability: 1) failure to make a reasonable accommodation and 2) refusal to deal based on disability.

¹⁴ Text message from Jessica Larivee to Mica Andersson on August 31, 2019 (exact time unknown)

¹⁵ Interviews with Mica Andersson and Jessica Larivee.

¹⁶ Interview of Mica Andersson.

¹⁷ Interview of Jessica Larivee.

¹⁸ Complaint

¹⁹ Interview of Mica Andersson.

²⁰ *Id.*

²¹ 42 U.S.C. §3604(f)(1).

Vermont statute 9 V.S.A. §4503 reads in part:

(a) It shall be unlawful for any person:

(1) To refuse to sell or rent, or refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling or other real estate to any person because of the race, sex, sexual orientation, gender identity, age, marital status, religious creed, color, national origin, or *disability of a person*, or because a person intends to occupy a dwelling with one or more minor children, or because a person is a recipient of public assistance, or because a person is a victim of abuse, sexual assault, or stalking.

10) To refuse to make reasonable accommodations in rules, policies, practices, or services when such accommodations may be necessary to afford a person with a disability equal opportunity to use and enjoy a dwelling unit, including public and common areas.

Refusal to Deal

Direct evidence of discrimination is rare, thus, in cases where there is only circumstantial evidence of discrimination, courts use the *McDonnell-Douglas*²² burden shifting analytical framework to examine the facts. Thus, under this framework, Ms. Larivee must first establish a *prima facie* case of discrimination. If she is successful in doing this, Ms. Andersson must provide a legitimate non-discriminatory basis for her decision. If Ms. Andersson meets her burden, then it will be up to Ms. Larivee to show that these reasons are pretextual.²³

The initial burden on the Complainant to show a *prima facie* case under the *McDonnell-Douglas* analysis is “minimal.” The Complainant only needs to make a modest showing that they were not provided with the same services or facilities that were available to others under circumstances giving rise to a reasonable inference of prohibited discrimination.²⁴

In order to meet the elements of a *prima facie* case of discrimination based on disability and refusal to deal, Ms. Larivee needs to show the following:²⁵

- 1) That Complainant was a member of a protected class;
- 2) That Complainant inquired about renting or buying a dwelling;

²² *McDonnell Douglas Corp. v. Green*, 411 U.S. 792, 802-803 (1973).

²³ *Mitchell v. Shane*, 350 F.3d 39, 47 (2nd Cir 2003).

²⁴ *273 Lee Avenue Tenants Association v. Steinmetz*, 330 F. Supp. 3d 778,795 (E.D.N.Y. 2018).

²⁵ *HUD v. Corey*. No. 10-M-207-FH-27, 2012 HUD ALJ LEXIS 20 at *19-20 (June 15, 2012).

3) The Respondent refused to negotiate the rental or sale of the dwelling with the Complainant;

4a) The dwelling remained available thereafter;

OR

4b) The Respondent expressed a willingness to negotiate the rental or sale of the dwelling with someone not of the Complainant's protected class.

Refusal to deal discrimination is similar to refusal to rent discrimination as they both make housing unavailable to those in a protected class. The major difference between them is that refusal to rent occurs when a Complainant has applied for and was denied a dwelling whereas a refusal to deal is a case where the alleged discriminatory act occurred before the Complainant applied for the dwelling.²⁶ In this case, we examine Respondent's refusal to deal because Ms. Larivee never submitted an application for the rental.

Disability is defined in the following way under both Vermont and Federal Law:

(A) a physical or mental impairment which limits one or more major life activities;

(B) a history or record of such an impairment; or

(C) being regarded as having such an impairment.²⁷

As a person with a disability, Ms. Larivee can meet the first element of the prima facie case. Ms. Larivee is an individual with psychiatric and emotional disabilities including post-traumatic stress disorder, depression, anxiety, obsessive compulsive disorder and attention deficit disorder.²⁸ These disabilities affect more than one major life activity and she currently receives disability benefits because of these conditions.²⁹ Ms. Larivee was able to provide a doctor's letter that stated that she had disabilities and that she required an assistance animal.³⁰ Ms. Andersson does not dispute that Ms. Larivee has a disability, instead she claims she has no knowledge of whether Ms. Larivee has a disability or not.³¹

The second element of the prima facie case requires that Ms. Larivee inquired about renting a dwelling. Ms. Larivee can show via email (as shown above) that she made an inquiry to Ms. Andersson about renting the property. She has copies of email exchanges with Ms. Andersson asking about the availability of the house that was advertised on Craigslist.

²⁶ U.S. Department of Housing and Urban Development Memorandum on Elements of Proof (August 13, 2014).

²⁷ 9 V.S.A. § 4501 (2) and 42 USCA § 12101 (4)(a)

²⁸ Complaint

²⁹ Interview of Jessica Larivee

³⁰ Note from Jessica Larivee's doctor about the need for an assistance animal (January 24, 2020).

³¹ Interview of Mica Andersson

In order to establish the third element of the prima facie case, Ms. Larivee must show that Ms. Andersson refused to negotiate with Ms. Larivee. Ms. Andersson claims that she did not refuse to negotiate the rental of the house with Ms. Larivee. She claims that it was Ms. Larivee who failed to submit an application for the house or ask to schedule a visit.³² Ms. Andersson responded to Ms. Larivee over email with the following:

Hi Jessica, A couple came to see the property today, they have already put in their application and put down a deposit so it looks like it might already be rented. Thanks for your inquiry.³³

A reasonable person in Ms. Larivee's position would view this email as a refusal to deal. Ms. Andersson's words and phrasing suggested a polite finality that signaled the end of the conversation rather than a reply that invited a response or further discussion. The FHAA prohibits flat out refusals to negotiate to rent a dwelling to a disabled person as well as any practices which might have the "effect" of making it more difficult for disabled persons to obtain housing.³⁴ For example the use of more burdensome application procedures, delaying tactics and other *forms of discouragement* have the effect of making it more difficult for disabled persons to obtain housing and therefore violate fair housing law.³⁵ Ms. Larivee can meet the third element of the prima facie case.

In order to establish the final element of the prima facie case, Ms. Larivee must show that the housing was still available or that Ms. Andersson was willing to negotiate the rental of the property with another individual who was not in her protected class. It is has been held to be sufficient to show that a property remains available if the housing provider continued to solicit applications for the property after the potential renter was rejected.³⁶ Because Ms. Larivee texted Ms. Andersson from another phone number and was not told the place was rented and that she would still show the property, it is clear that the property was still available. Additionally, Ms. Andersson expressed openness to setting up an appointment to see the property. This is significant evidence showing that the property was still available, and that Ms. Andersson was willing to negotiate the property with another person. Since the texts that Ms. Larivee sent from another phone number did not indicate that the inquiry involved a request for an assistance animal, there is evidence that Ms. Larivee was being treated differently based on her disability.

³² Interview of Mica Andersson

³³ August 30, 2019 email sent to Jessica Larivee from Mica Andersson via Craigslist at 9:06 p.m.

³⁴ *United States v. Youritan Constr. Co.*, 370 F. Supp. 643, 648 (N.D. Cal. 1973) as cited in *Sanders v. SWS Hilltop, LLC*, 309 F. Supp.3d 877, 884 (D. Ore. 2018)

³⁵ *Corey v. U.S. Dep't of Housing and Urban Dev.*, 719 F.3d 322, 326 (4th Cir. 2013) as cited in *Sanders v. SWS Hilltop, LLC*, 309 F. Supp.3d 877, 884 (D. Ore. 2018)

³⁶ *Lindsay v. Yates*, 578 F.3d 407, 416 (6th Cir. 2009).

Since Ms. Larivee has stated a prima facie case based on failure to deal, the burden falls on Ms. Andersson to proffer legitimate, nondiscriminatory reasons for her actions.³⁷ Ms. Andersson has presented multiple defenses to the claims against her in this case.

First, Ms. Andersson argues that she is exempt from the Fair Housing laws because she operates her business from the rental house. However, this is not a valid exemption. Ms. Andersson is likely referencing the “Mrs. Murphy” exception under Vermont and Federal law.³⁸ This exception exempts property owners from Fair Housing law in certain circumstances. Vermont’s exemption applies only if the dwelling unit is in a building with three or fewer units and the owner or a family member *occupies* one of the units.³⁹ This provision in the federal law provides that a home is exempt from the FHA if the dwelling has four or fewer rental units and the owner *lives* in one of those units.⁴⁰ These situations do not apply in this case as Ms. Andersson does not live in the rental house and therefore she does not qualify under the Mrs. Murphy exception.

Ms. Andersson further argues that Ms. Larivee only asked for one assistance animal but had multiple cats. Ms. Larivee’s email specifies that only one cat was an assistance animal and that the others could live elsewhere.⁴¹ Because Ms. Andersson rejected Ms. Larivee without further conversation, she cannot assume the additional cats would also live there. If Ms. Andersson had inquired further, Ms. Larivee, could have clarified this point if she was confused. If a landlord is skeptical of a tenant's alleged disability or the landlord's ability to provide an accommodation, the landlord is required to request documentation or open a dialogue.⁴² Under the FHAA, Ms. Andersson was required to engage in an interactive process to determine whether or not that was the case.⁴³

Ms. Andersson has failed to articulate a legitimate, nondiscriminatory reason for her refusal to consider Ms. Larivee for her rental house. She has failed to provide the necessary evidence to rebut the prima facie case and therefore there is reason to believe that Ms. Andersson discriminated against Ms. Larivee based on her disability.

Reasonable Accommodation

Ms. Larivee also states a claim against Ms. Andersson for failure to make a reasonable accommodation based on her disability. The prima facie case for this claim would be met by demonstrating the following:

³⁷ 273 Lee Avenue Tenants Association by Sanchez v. Steinmetz, 330 F.Supp.3d 778, 796 (E.D.N.Y. 2018).

³⁸ 9 V.S.A. § 4504(2) and 42 U.S.C. § 3603(b)(2).

³⁹ 9 V.S.A. § 4504(2).

⁴⁰ 42 U.S.C. § 3603(b)(2).

⁴¹ August 30, 2019 email from Jessica Larivee via Craigslist at 6:01 p.m.

⁴² Jankowski Lee & Associates v. Cisneros, 91 F.3d 891, 895 (7th Cir.1996).

⁴³ *Id.* at 895.

1. The complainant is a person with a disability;
2. The respondent knew or reasonably should have known that the complainant is a person with a disability;
3. The complainant requested a reasonable accommodation in the rules, policies, practices, or services of the respondent;
4. The requested accommodation may be necessary to afford the complainant an equal opportunity to use and enjoy the dwelling.
5. The respondent denied the reasonable accommodation.⁴⁴

As stated above, Ms. Larivee can show that she is a person with a disability. It is further supported by the email exchanges cited above that she made Ms. Andersson aware of her disability.⁴⁵ Further, it is well settled in the law that even if an individual is not disabled, or only represents that she is disabled, that the Fair Housing Act permits recovery if she suffers harm.⁴⁶ In this case, Ms. Andersson was denied the right to rent the house and therefore did suffer harm.

Ms. Andersson disagrees and claims that because Ms. Larivee did not provide any evidence that she had a disability and required a reasonable accommodation that there is not sufficient evidence to meet this element of the prima facie case.⁴⁷ It is not required that Ms. Larivee provide this evidence along with a reasonable accommodation request. If Ms. Andersson had reason to doubt that this was the case or wanted verification, the onus was on her to request the documentation.⁴⁸ Ms. Andersson did not make this request. A housing provider may not deny a reasonable accommodation request because she is uncertain whether the person seeking the accommodation has a disability or a disability-related need for an assistance animal.⁴⁹

Housing providers may ask individuals who have disabilities that are not readily apparent or known to the provider to submit reliable documentation of a disability and their disability-related need for an assistance animal.⁵⁰ Such documentation is sufficient if it does establish that the individual has a disability and that the animal in question will provide some type of disability-related assistance or emotional support.⁵¹ Ms. Larivee can provide that information, but Ms. Andersson did not request it.⁵²

⁴⁴ *United States v. Cal. Mobile Home Park Mgmt. Co.*, 107 F.3d 1374, 1380 (9th Cir. 1997).

⁴⁵ August 30, 2019 email from Jessica Larivee via Craigslist at 6:01 p.m.

⁴⁶ *Sanders v. SWS Hilltop, LLC*, 309 F.Supp.3d 877, 882-883 (D. Ore. 2018)

⁴⁷ Interview of Mica Andersson

⁴⁸ U.S. Department of Housing and Urban Development, FHEO Notice: FHEO-2013-01, p.4

⁴⁹ *Id.* at p.4

⁵⁰ *Id.*

⁵¹ *Id.* at p.6.

⁵² Note from Ms. Larivee's doctor about the need for an assistance animal (January 24,2020).

The third element of the prima facie case can be met as well. Ms. Larivee's email asks for a reasonable accommodation by requesting that Ms. Andersson make an exception to her rule of not allowing pets without a large deposit.⁵³ Housing providers are required to evaluate a request for a reasonable accommodation to possess an assistance animal in a dwelling in the same way that they analyze all reasonable accommodation requests.⁵⁴ Ms. Andersson chose instead to reject the request and give no further consideration to Ms. Larivee as a tenant.

The fourth element of the prima facie case requires that the requested accommodation be necessary to afford Ms. Larivee an equal opportunity to enjoy the dwelling. Ms. Larivee can meet this element as she has a doctor's note demonstrating that an assistance animal is necessary to help alleviate symptoms of her disabilities.

Finally, Ms. Larivee must show that Ms. Andersson denied her reasonable accommodation request. Ms. Larivee can meet this requirement based on the evidence that after requesting an accommodation, Ms. Andersson refused to deal with Ms. Larivee. Therefore, Ms. Larivee meets each of the five elements of the prima facie case.

Ms. Andersson must then show that this accommodation is not reasonable because it would impose an undue financial or administrative burden.⁵⁵ Ms. Andersson's response indicated that she feared that the cat would do damage to the house. The determination of undue financial burden must be made on a case by case basis involving factors such as the cost of the requested accommodation, the financial resources of the provider, the benefits that the accommodation would provide to the requester, and the availability of alternative accommodations that would effectively meet the requester's needs.⁵⁶ The determination that an assistance animal may cause damage to a property is based on an individualized assessment that relies on objective evidence about the specific animal's actual behavior, not mere speculation about the damage the animal may cause.⁵⁷

Ms. Andersson has failed to show that accommodating this request would be an undue burden. She failed to consider the request at all. She mentioned the new carpet and the necessity for a large deposit, but this does not suffice under the case law.⁵⁸ If this was the test for a reasonable accommodation for an assistance animal, every housing provider could claim undue burden because of the potential for an animal to ruin carpet or cause damage.

⁵³ August 30, 2019 email from Jessica Larivee via Craigslist at 6:01 p.m.

⁵⁴ U.S. Department of Housing and Urban Development, FHEO Notice: FHEO-2013-01, p.2.

⁵⁵ 24 C.F.R. § 100.204.

⁵⁶ *Id.* at p.7.

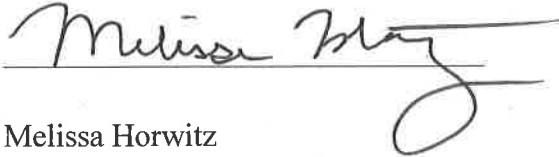
⁵⁷ *Id.* at p.4.

⁵⁸ *Gill Terrace Retirement Apartments, Inc.*, 205 Vt. 549, 554 (Vt.2017).

Therefore, there are reasonable grounds to believe that Ms. Andersson discriminated against Ms. Larivee by her failure to accommodate her request for an assistance animal.

CONCLUSION & RECOMMENDATION

Based on the foregoing, it is recommended that the VHRC find that there are **reasonable grounds** to believe that Respondent Andersson discriminated against Ms. Larivee by refusing to deal with her because of her assistance animal and the failure to make a reasonable accommodation in violation of the Vermont Fair Housing and Public Accommodations Act (VFHPAA), 9 V.S.A § 4503 (a)(1) and (10).



Melissa Horwitz
Investigative Attorney



APPROVED:
Bor Yang
Executive Director & Legal Counsel

STATE OF VERMONT
HUMAN RIGHTS COMMISSION

Jessica Larivee,)
Complainant)
)
)
v.) HRC Complaint No. HV20-0006
)
)
Mica Andersson,)
Respondent)

FINAL DETERMINATION

Pursuant to 9 V.S.A. 4554, the Vermont Human Rights Commission enters the following Order:

The following vote was taken on a motion to find that there are **reasonable grounds** to believe that Mica Andersson, the Respondent, illegally discriminated against Jessica Larivee, the Complainant, in violation of Vermont's Fair Housing and Public Accommodations Act.

Kevin Christie, Chair	For <u>X</u>	Against ___	Absent___	Recused ___
Nathan Besio	For <u>X</u>	Against ___	Absent ___	Recused ___
Donald Vickers	For <u>X</u>	Against ___	Absent ___	Recused ___
Dawn Ellis	For <u>X</u>	Against ___	Absent ___	Recused ___
Joan Nagy	For <u>X</u>	Against ___	Absent ___	Recused ___

Entry: X Reasonable grounds ___ Motion failed

Dated at Brookfield, Vermont, this 23rd day of April, 2020.

BY: VERMONT HUMAN RIGHTS COMMISSION

/s/ Kevin Christie
Kevin Christie, Chair

/s/ Nate Besio
Nathan Besio

/s/ Donald Vickers
Donald Vickers

/s/ Dawn Ellis
Dawn Ellis

/s/ Joan Nagy
Joan Nagy