

STATE OF VERMONT
HUMAN RIGHTS COMMISSION

Sara Marisa Cornelius & Nicole French,)
Complainants)
)
)
v.) HRC Complaint No. HV20-0028
)
)
Cedar Ridge, LLC)
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 Cedar Ridge, LLC, the Respondent, illegally discriminated against Sara Marisa Cornelius and Nicole French, the Complainants, on the basis of a disability, 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 Montpelier, Vermont, this 22nd day of April, 2021

BY: VERMONT HUMAN RIGHTS COMMISSION

/s/ Kevin Christie
Kevin Christie, Chair

/s/ Nathan Besio
Nathan Besio

/s/ Donald Vickers
Donald Vickers

/s/ Dawn Ellis
Dawn Ellis

/s/ Joan Nagy
Joan Nagy



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INVESTIGATIVE REPORT

VHRC Case No: HV20-0028

HUD Case No: 01-20-6020-8

Complainants: Sara Marisa Cornelius & Nicole French
Respondent: Cedar Ridge LLC, 201 Cedar Ridge Dr., Colchester, Vermont 05446
Charges: Disability Discrimination in Housing
Failure to make a Reasonable Accommodation

SUMMARY OF COMPLAINT

Sara Marisa Cornelius is a person with disabilities who requires the use of an assistance animal, a cat. She lives with her wife, Nicole French. On May 17, 2020, Ms. Cornelius and Ms. French viewed a property that was for rent by Cedar Ridge LLC. They were shown the property by a mutual friend, Laurie Pelcher, who was authorized to show the property by Anita Socinski, owner of Cedar Ridge LLC. Ms. Pelcher communicated to Ms. Socinski that Ms. Cornelius and Ms. French were interested in renting the property. Ms. Socinski texted that she was very excited to rent to Ms. French and Ms. Cornelius.

On May 20, 2020, Ms. Socinski communicated to Ms. French that she had a strict no-pets policy. Ms. French responded to the text message that the animal was an assistance animal and made a reasonable accommodation request. She offered to provide documentation of the disability-related need for the assistance animal. On May 22, 2020, Ms. Socinski informed Ms. French that the current tenant would not be moving out and the unit was not available for rent.

SUMMARY OF RESPONSE

Ms. Socinski, on behalf of Cedar Ridge, LLC, responded that the property was not really for rent and that she never intended to rent the unit as a three-bedroom apartment. Ms. Socinski claims that Ms. Pelcher was pressuring her to rent to the complainants. Ms. Socinski stated in her

response that she allowed Ms. Pelcher to show the property and that Ms. Pelcher had discussions about move in dates with Ms. French, but that she was not present for those discussions.

Ms. Socinski had one current tenant in a second-floor bedroom (she had an additional tenant in an apartment in the basement). Ms. Pelcher suggested that she move the current second floor tenant downstairs to the first floor and reconstruct the top floor house arrangement to create a three-bedroom apartment.

Ms. Socinski said that she did not know the complainants had a cat until after she texted Ms. French on May 22, 2020 telling her that there was a no-pets policy. She was then told that the cat was an emotional support animal. Ms. Socinski said there was no further discussion about the cat.

Ms. Socinski says that she changed her mind about converting the house to accommodate the three-bedroom set up and decided she would rather rent the two additional bedrooms as Air B&Bs and let the current upstairs tenant stay where he was.

PRELIMINARY RECOMMENDATIONS

This investigation makes a preliminary recommendation to the Human Rights Commission to find that there are **reasonable grounds** to believe that Cedar Ridge LLC discriminated against Sara Marisa Cornelius and Nicole French based on a reasonable accommodation request, as set forth in Vermont Fair Housing and Public Accommodations Act, 9 V.S.A. §4503(10).

Documents

- Complaint
- Response to Complaint
- Respondent written interview responses
- Text messages between Complainants and Respondent

Interviews

- Sara Marisa Cornelius, via telephone on August 3, 2020
- Nicole French, via telephone on August 3, 2020
- Laurie Pelcher, via telephone on August 25, 2020
- Anita Socinski, via email, responses received on September 11, 2020

FACTS

Sara Marisa Cornelius has disabilities which include severe social anxiety, depression, and Autism Spectrum Disorder (ASD).¹ Because of her disabilities, she has had an assistance animal, a cat, since 2014.² She lives with her wife, Nicole French, and her son.³

Anita Socinski is the owner and operator of Cedar Ridge LLC, the legal entity that owns the rental unit at issue in this complaint.⁴ The rental unit is a house. It has a separate apartment in the basement (not at issue in this case), rooms on the first floor and second floor.⁵ In previous years, the second floor had been rented as a three-bedroom apartment.⁶ After two tenant evictions, Ms. Socinski decided to stop renting the unit as a three-bedroom apartment.⁷ Instead, in August of 2019, she decided to convert two of the bedrooms into Air B&B rentals and have the third bedroom on the second floor be a long term rental unit.⁸ She has a tenant in the third bedroom and has throughout this complaint.⁹ At the beginning of COVID-19, Air B&B rentals were temporarily shut down, so Ms. Socinski decided to re-convert the Air B&B rental rooms and have a three bedroom apartment on the second floor.¹⁰ This meant that she was going to move the current second floor tenant to one of the bedrooms on the first floor.¹¹ She made this decision in consultation with her friend Laurie Pelcher.¹²

Laurie Pelcher and Ms. Socinski have been friends for over twenty-five years.¹³ Ms. Pelcher knew Ms. French and Ms. Cornelius because she had previously rented them an Air B&B unit.¹⁴ Ms. Socinski also knew Ms. French and Ms. Cornelius for approximately three years before the facts in this complaint arose, through their relationship with Ms. Pelcher.¹⁵

Ms. Pelcher testified that she and her husband were always very supportive of Ms. Socinski over the years and would frequently advise her on financial matters.¹⁶ Ms. Pelcher was the one who originally encouraged Ms. Socinski to change the apartment into separate Air B&B rentals.¹⁷ Since there were only two tenants in the house; one in a second floor bedroom and one in the basement unit, and Ms. Pelcher's friends, Ms. Cornelius and Ms. French, were looking for a place in Colchester, Ms. Pelcher suggested that she move the one tenant who was currently in

¹ Interview of Sara Marisa Cornelius

² Interview of Sara Marisa Cornelius

³ Interview of Sara Marisa Cornelius

⁴ Response to Complaint

⁵ Interview of Laurie Pelcher

⁶ Response to Complaint

⁷ Response to Complaint

⁸ Response to Complaint

⁹ Email from Anita Socinski

¹⁰ Interview of Laurie Pelcher

¹¹ Interview of Laurie Pelcher

¹² Email from Anita Socinski

¹³ Interview of Laurie Pelcher

¹⁴ Interview of Nicole French

¹⁵ Interview of Nicole French

¹⁶ Interview of Laurie Pelcher

¹⁷ Interview of Laurie Pelcher

the second floor bedroom to a first floor bedroom and allow Ms. Cornelius and Ms. French to rent the entire top floor.¹⁸ Ms. Pelcher testified that she told Ms. Socinski that this way she could cover almost her entire mortgage payment.¹⁹ According to Ms. Pelcher, Ms. Socinski agreed to this idea.²⁰

Ms. Socinski granted permission for Ms. Pelcher to show the apartment to Ms. Cornelius and Ms. French.²¹ Ms. Socinski provided the key to the apartment to Ms. Pelcher.²² On May 17, 2020, Ms. French and Ms. Cornelius were shown the property.²³ During the showing, there was discussion of move-in dates and the terms of the lease.²⁴ Ms. Pelcher let Ms. Socinski know that Ms. French and Ms. Cornelius were eager to move forward with renting the property.²⁵ They discussed a rent of \$1,900 and Ms. Pelcher further told them that Ms. Socinski would take care of yard care and snow removal.²⁶ Ms. Socinski was aware that these were the terms communicated to Ms. French and Ms. Cornelius.²⁷ Ms. Pelcher received a text from Ms. Socinski that said she was excited to rent to Ms. French and Ms. Cornelius which Ms. Pelcher shared with Ms. French and Ms. Cornelius.²⁸ Ms. Socinski testified that she did send a positive text but claims that no agreements or promises were made and that she was still reluctant to move forward.²⁹

Ms. Pelcher testified that she spoke to Ms. Socinski prior to showing the apartment and told her that Ms. French and Ms. Cornelius had a cat. Ms. Socinski said she was not sure that she wanted to rent to anyone with a cat. Ms. Pelcher went on to tell her that it was an assistance animal and that she had paperwork to show that she needed it.³⁰ Ms. Socinski denies that she previously knew about the cat.³¹

After the showing, Ms. French and Ms. Socinski had the following text exchanges:
On May 20, 2020, Ms. Socinski texted Ms. French the following:

Good afternoon Nicole. I'm happy to rent to you and Marissa [sic], and are super psyched about it. They [sic] only issue I have is the cat. We have a no pets policy that we must uphold. If by July 19th your cat has passed away you could move in on the first of August.

¹⁸ Interview of Laurie Pelcher

¹⁹ Interview of Laurie Pelcher

²⁰ Interview of Laurie Pelcher

²¹ Response to Complaint

²² Interview of Laurie Pelcher

²³ Complaint

²⁴ Interview of Nicole French

²⁵ Interview of Laurie Pelcher

²⁶ Interview of Nicole French and Email from Anita Socinski

²⁷ Response to Complaint

²⁸ Response to Complaint; Complaint

²⁹ Response to Complaint

³⁰ Interview of Laurie Pelcher

³¹ Email from Anita Socinski

Ms. French responded later that evening with the following text:

Good Evening,

Your home is really lovely. We appreciated being able to see it and are excited about it.

I'm not sure if Laurie mentioned it or not-our cat is not a pet, but is an assistance animal. Marisa³² needs her and has a current and long-standing prescription due to her disability. The cat is very well behaved and we have had her a number of years. We would be happy to email you and provide documentation for her assistance animal status as well as vet documentation showing all [sic] up to date on vaccinations. Please let us know if there is anything else we can do to reassure you and thank you so much for taking the time to reach out to us.

Kind Regards,

Nicole and Marisa

On May 21, 2020, Ms. Socinski wrote back "Thank you Nicole." Then on the morning of May 22, 2020, Ms. French text Ms. Socinski the following:

Good morning! Happy Memorial Day weekend! Any idea on when we can expect a written lease? We're just wanting to get everything squared away in a timely fashion.

That evening, Ms. Socinski texted back to Ms. French:

Happy Memorial Day weekend Nicole. The current tenants are not moving out and as such the apartment will not be vacant for you. My apologies.

On May 23, 2020, Ms. French texted Ms. Socinski the following:

If the space was going to be unavailable, why did you tell us we could move in August 1st if our cat were to die before July 19?

Ms. Socinski wrote back that same day and said:

Because Lori [sic] was pushing me to force my tenants to shuffle around to make it work. Not really fair to them, or me for that matter.

That ended the communication and Ms. Cornelius and Ms. French filed a complaint with the Vermont Human Rights Commission.

Ms. Socinski responded that she did not deny the tenants an assistance animal. She says that after Ms. French brought up the assistance animal in her text that no further conversation

³² Sara Marisa Cornelius is referred to as Marisa.

took place about the animal.³³ Ms. Socinski responds that she put forth a great deal of money to convert the two bedrooms to Air B&B units and additional expense would be required to reverse that process. Ms. Socinski was also hopeful that the ban on renting Air B&Bs due to COVID-19 would expire soon and she could start renting the Air B&B units as such.³⁴

Ms. Socinski told this investigator that she felt it was unfair to require the current upstairs tenant to pack up and move to the other unit.³⁵ She did not have a lease with this tenant.³⁶ Ms. Socinski did not respond to this investigator's written questions about whether she had had a conversation with the tenant about moving to another room. Ms. Socinski also refused to provide this investigator with the name and number of the tenant for an interview.

LEGAL ANALYSIS

Both Vermont Fair Housing and Public Accommodations Act (VFHPAA) and the Federal Fair Housing Act make 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.³⁷ Vermont law follows federal law closely when it comes to discrimination in the rental of a dwelling.

Vermont statute 9 V.S.A. §4503 prohibits discrimination based on disability:

(a) It shall be unlawful for any person:

(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.

Prima Facie Case, Denial of a Reasonable Accommodation

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.

³³ Respondent's response to written interview questions

³⁴ Response to Complaint

³⁵ Response to Complaint

³⁶ Email from Anita Socinski

³⁷ 42 U.S.C. §3604(f)(1)

5. The respondent refused the complainant's request to make such accommodation or failed to respond or delayed responding to the request such that it amounted to a denial.³⁸

Element 1:

Ms. Cornelius is a person with a disability. She has anxiety, depression and Autism Spectrum Disorder (ASD). Ms. French is married to Ms. Cornelius and was also denied housing based on Ms. Cornelius' disability.

Finding: Ms. Cornelius and Ms. French meet Element 1.

Element 2:

Ms. Pelcher testified that she told Ms. Socinski that Ms. Cornelius had a disability. Further, Ms. French included that information in her text to Ms. Socinski.

Finding: Ms. Cornelius and Ms. French meet Element 2.

Element 3:

Ms. French texted Ms. Socinski that Ms. Cornelius needed an assistance animal as a reasonable accommodation to her no-pets policy.

Finding: Ms. Cornelius and Ms. French meet Element 3.

Element 4:

Ms. Cornelius and Ms. French offered to provide Ms. Socinski documentation that the cat was an assistance animal. Ms. Cornelius has disabilities which include severe social anxiety and depression along with ASD.³⁹ Because of her disabilities, she has had the assistance cat since 2014 and has paperwork from her doctor documenting her need.⁴⁰ Due to her disabilities, Ms. Cornelius needs the assistance cat to continue to live with her in order to fully use and enjoy the dwelling.

Finding: Ms. Cornelius and Ms. French meet Element 4.

Element 5:

Ms. Socinski texted Ms. French and informed her that the property was not available for her and Ms. Cornelius to rent.

³⁸ *United States v. Cal. Mobile Home Park Mgmt. Co.*, 107 F.3d 1374, 1380 (9th Cir. 1997)

³⁹ Interview of Sara Marisa Cornelius

⁴⁰ Interview of Sara Marisa Cornelius

Finding: Finding: Ms. Cornelius and Ms. French meet Element 5.

Ms. Cornelius and Ms. French can meet the prima facie case for denial of a reasonable accommodation. The burden then shifts to Cedar Ridge LLC to show whether the request was unreasonable, or caused an undue financial, or administrative burden.⁴¹

Undue Financial or Administrative Burden

Ms. Socinski claims that it would have been an undue financial burden to have to convert the rooms back to an apartment. Ms. Socinski testified that she put forth a great deal of money to convert the two bedrooms to Air B&B units and additional expense would be required to reverse that process.

This investigator sees that this would have cost Ms. Socinski additional money for the renovations, however, the issue in this case is whether she was willing to do those renovations if there was not an assistance animal involved.

According to the parties' texts, all parties were moving forward toward the rental. Ms. Socinski claims that she was pressured by Ms. Pelcher to do these things and was not comfortable, but she did agree to do them and communicated to Ms. French that she was happy to have them as tenants.

These conversations all took place within a matter of days of Ms. French and Ms. Cornelius seeing the place, expressing interest, and receiving confirmation that Ms. Socinski was happy to rent the place to them. Three days later, Ms. Socinski then texts Ms. French to tell her that there was a no pet-policy and that unless her cat dies by July 19, 2020, they could not move in. Ms. French texts Ms. Socinski that the cat is an assistance animal for which Ms. Cornelius had paper documentation. Ms. Socinski did not respond. It was not until Ms. French emailed about the lease that Ms. Socinski said that the tenants decided not to leave and so she would not be renting to them.

CONCLUSION

Due to these facts, this investigator does not believe that the costs involved were the true reason that Ms. Socinski decided not to rent to Ms. French and Ms. Cornelius. Based on the text exchange about the cat it is difficult to come to any conclusion other than that the assistance animal was the true reason for the change of heart by Ms. Socinski.

Although this investigation can infer reasonable grounds exist to believe discrimination occurred, the recommendation is not made without some reservations. There was evidence from other witnesses that Ms. Socinski knew Ms. French and Ms. Cornelius had a cat and possibly knew that the cat was an assistance animal at the time she entered into the verbal agreement. If

⁴¹ *McDonnell Douglas Corp. v. Green*, 411 U.S. 792, 802-804 (1973).

