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PATRICIA E. RYAN
EXECUTIVE DIRECTOR

JOHN P. GAUSE
COMMISSION COUNSEL

Date: February 26, 2010

Jessica and Damon Ramsay (Scarborough)

v.

Jameson Woods Condominium Association, R & E Associates, Inc., Bonnie Craigs, Claudette Ouellette, Alex Greenwald, Thomas Hickey, Kate Lampron and Robert Keegan (Old Orchard Beach and Kennebunk)

I. COMPLAINANT'S CHARGE:

Complainants, Jessica and Damon Ramsay, alleged that Respondents, Jameson Woods Condominium Association, R & E Associates, Inc., Bonnie Craigs, Claudette Ouellette, Alex Greenwald, Thomas Hickey, Kate Lampron and Robert Keegan, denied their tenants permission for a service animal and retaliated against them for requesting a service animal by enforcing parking rules for their tenants that are not enforced when violated by others.

II. RESPONDENTS' ANSWER:

Respondents said that the denial of the service animal was a misunderstanding and that the Complainants' tenants have not been treated differently than others with regard to parking.

III. JURISDICTIONAL DATA:

1) Dates of alleged discrimination: October 9, 2009 (service animal); October 23 and 29, 2009 (fines).

2) Date complaint filed with the Maine Human Rights Commission: November 12, 2009; amended February 11, 2010 to clarify nature of claim against the individual Respondents and to add additional individual Respondents.[1]

[1] The complaint is dual-filed with the U.S. Department of Housing and Urban Development, HUD No. 01-10-0044-8. The HUD complaint was filed on November 4, 2009.

3) Respondents are subject to the Maine Human Rights Act and the federal Fair Housing Act, as well as state and federal housing regulations.

4) Respondents are represented by Chris Neagle, Esq.

5) Investigative methods used: A thorough review of the written materials provided by the parties, a fact finding conference.

IV. DEVELOPMENT OF FACTS:

1) The parties and issues in this case are as follows:

   a) The Complainants, Jessica and Damon Ramsay, own a condominium unit managed by Jameson Woods Condominium Association. They occupied the unit from 2002 to 2005. They have rented the unit twice since 2005, most recently to a young couple with two children, Mr. and Ms. Tenant, beginning on about October 1, 2009.

   b) Jameson Woods Condominium Association is an association of 61 condominium unit owners. Bonnie Craigs, Claudette Ouellette, Alex Greenwald, Thomas Hickey, and Kate Lampron live in the condo development and are members of the Board of the Association. Ms. Craigs is the President, Ms. Ouellette is the Secretary, Mr. Greenwald is the Treasurer and Mr. Hickey and Ms. Lampron are members at large.

   c) R & E Associates, Inc. provides property management services to the Association. Robert Keegan is the Vice President.

   d) Complainants allege that Respondents denied their tenants permission for a service animal and retaliated against them for requesting a service animal by enforcing parking rules for their tenants that are not enforced when violated by others.

   e) Respondents said that the denial of the service animal was a misunderstanding and that the Complainants' tenants have not been treated differently than others with regard to parking.

2) The Rules and Regulations of Jameson Woods Condominium Association, revised June 1, 2008, provide in part as follows:

   a) Pet Rules

   19. No animals or reptiles of any kind shall be raised or bred in any unit or on the common elements. Only **one pet** per unit is allowed. A **Unit Owner** may have one small orderly dog under **20 pounds** or **one indoor cat**. All leases must state that no pets are allowed. There is a ($10.00) per day fine to the Owner's Condominium account until the pet is removed. In other words only units that are **Owner occupied** can have pets. [Emphasis in the original.]

20. A pet may be maintained in a unit so long as it is not a nuisance. Actions which will constitute a nuisance include, but are not limited to, abnormal or unreasonable crying, barking or scratching or unhygienic offensiveness.

21. The pet must be registered and inoculated as required by law and registered with the Management Agent office. There will be a ($100.00) fine if the pet is not registered with the Management Agent and ($10.00) per day until the owner complies.

22. Pet owners are fully responsible for personal injuries and/or property damage caused by their pets, if a pet attacks a person or another pet, and then the Executive Board may request that the pet be removed from the premises.

23. Except in designated pet exercise areas, pets must be leashed and leashes may not exceed 6 feet in length.

24. Owners of pets walked upon the common elements must promptly clean up their pet's droppings in all areas. If owners do not promptly clean up their pet's droppings the Executive Board may impose a fine of ($25.00) or ask for the pet's removal.

b) <u>Parking and Storage</u>

27. Unless otherwise authorized by the Association, the parking areas may not be used for any purpose other than parking automobiles. No buses, trucks, trailers, boats, recreational or commercial vehicles shall be parked in the parking areas or in roadways except in such areas, if any, specifically designated for such parking by the Executive Board. ...

28. All Unit Owners, rents and guests shall observe and abide by all parking and traffic regulations as posted by the Association or by municipal authorities. ... Vehicles in violation of any parking or other violations may be towed away at the Unit Owner's sole risk and expense or be fined ($25.00)...

c) **<u>Leasing</u>**

38. Owner Leases: All leases shall be in writing and shall be signed by the Unit Owners and all tenant(s) occupying a unit. All leases shall include the Rules & Regulations, length of the lease and Owner Registration Information Form. A signed copy of all leases as well as Tenant Receipt and Agreement forms shall be forwarded to the Management Agent prior to the tenant occupying the unit. Failure to do so will result in a fine of ($100.00) and ($10.00) a day until the Unit Owner complies.

40. Rules and Regulations: All tenants shall review the Association Rules and Regulations before occupying the unit.

3) The parties provided the following with regard to the request for a service animal:

a) (Complainants) They were not aware of the requirement that they provide tenants with the Rules and Regulations in advance, or that they were supposed to provide a copy of the lease to the Management Agent, R & E Associates. They did not do so when they rented to the previous tenant in 2005.

b) (Craigs, Ouellette) R & E Associates was not the management agent in 2005. The Rules have been enforced more closely since R & E Associates took over property management for the Association.

c) (Respondents) On Wednesday, September 30, 2009, at about 7 P.M., Ms. Ouellette (who lives in #312) noticed a young couple with a dog moving household goods into the Ramsay's vacant unit, #311. She sent an email to R & E Associates, with a copy to Ms. Craigs, asking for additional information/clarification of the new occupants.

d) (Respondents) Employee, who works for R & E Associates, contacted Ms. Ramsay and confirmed that the new occupants were tenants. Employee reminded Ms. Ramsay that no dogs were allowed for tenants and reminded her that she needed to provide a copy of the lease to R & E Associates. Ms. Ramsay seemed to think that tenants could have a dog and asked if the renters could have a dog if they bought the unit. She also said that she never had to provide a lease before. Ms. Ramsay did not say anything about the dog being a therapy or service animal. Ms. Oullettte and Ms. Craigs advised Employee to follow up with a letter to Ms. Ramsay citing the applicable rules.

e) (Complainants) The Ramsays were unaware of the rule prohibiting tenants from having pets when they rented to Tenants. The Ramsays did not know that the dog was a service animal. They learned that the dog was a service animal when they spoke to Tenants after getting the call from Employee.

f) (Letter from Tenant to Ramsays) On October 2, 2009, Ms. Tenant wrote to the Ramsays asking for "an exception to allow our 9 lb small dog remain in my presence. I am asking for this due to member(s) of the household being disabled. I will follow-up with you, with a doctor's letter regarding this request."

g) (Letter from Ramsays to R & E Associates) On October 7, 2009, the Ramsays asked for a reasonable accommodation to allow their tenant's dog to reside in the unit due to the disability of "member(s)" of the household. R & E Associates received the letter on October 8, 2009.

h) (Respondents) Feedback about the Ramsay's letter was obtained from all Board members. They all agreed to deny the request.

i) (Ms. Ouellette) They denied the request because they didn't have enough information. They observed the dog and questioned that it was a service animal. Unit owners were objecting to the fact that tenants had a pet in violation of the rules.

j) (Ms. Craigs) They were concerned that when the Ramsays were first told that tenants were not allowed to have pets, that she did not mention that the dog was a service animal.

k) (Respondents) There was no documentation showing that it was a service animal. It did not appear to be a service animal because it did not wear a vest and did not appear to have formal training. It was their understanding that a service animal wears a vest and is professionally trained.

l) (Letter from Keegan to Ramsays) On October 9, 2009, Mr. Keegan wrote to the Ramsays and denied the request for a service animal. See Exhibit 1.

m) (Letter from Nurse Practitioner "NP") On October 15, 2009, R & E Associates received a letter from Ms. Tenant's NP that read, in part: "...I am currently treating [Ms. Tenant] for several medical issues. Because of one of the psychological issues she needs to have a dog for her own well being. The dog is important to maintain her sense of stability and decrease anxiety..."

n) (Respondents) The Board and Association sought legal advice about the Ramsays' request after getting NP's note. On Friday, October 30, 2009, they decided to grant the "reasonable accommodation," and retract all fines for violating the pet rule, with certain conditions. They received notice of the HUD complaint before issuing a letter to the Ramsays about their decision.

o) (Ms. Ramsay) She spoke to Mr. Keegan after getting the denial letter. He told her that he was consulting an attorney and would get back in touch with her. He told her, "This is your problem." He did not call back even though she called him several times.

p) (Undisputed) Respondents did not add any fines for violating pet rules to the Ramsay's account.

q) (Respondents) The service animal has started causing problems and the Board was reviewing its rights to address resident health and safety issues. There was an incident involving the dog on October 28, 2009 (dog loose and running toward Saco Ave; dog jumped all over Respondent Kate Lampron's legs and tore her tights) and November 17, 2009 (dog ran out of house when tenant was leaving and was loose for over an hour).

r) (Complainants) No one brought these incidents to their attention when they allegedly occurred.

4) On November 19, 2009, Respondents informed the Ramsays of their decision to allow Ms. Tenant to keep the service dog as long as she accepted responsibility for any damage done by it, complied with the rules for dogs kept by owners, and provided an updated medical report in 2010.

5) The parties provided the following with regard to the parking fines:

a) (Respondents) On Saturday, October 3, 2009, Ms. Ouellette called Ms. Craigs to discuss a large flatbed tow truck with commercial advertising on the side parked on the premises. They decided to call R & E Associates to have them call the tow truck company advertised on the truck and let them know the rule against parking commercial vehicles on the premises. The R & E on-call responder was put through to Mr. Tenant. Mr. Tenant agreed to move the vehicle. He mentioned that he was upset about "the dog letter."

b) (Ramsays) They were not aware that Mr. Tenant had parked a tow truck on the premises, and did not know of the telephone call from R & E Associates to Mr. Tenant. They were on a trip out of the country during the last two weeks of October.

c) (Respondents) On Monday, October 19, 2009, Ms. Craigs emailed Employee at R & E informing her that the large flatbed tow truck was parked overnight on the premises and told her to move ahead with the $25.00 fine. On October 23, 2009, R & E Associates issued a letter to the Ramsays imposing a $25.00 fine.

d) (Respondents) On Thursday, October 29, 2009, R & E Associates issued another letter to the Ramsays imposing a $150.00 fine for parking violations on Saturday, October 24th and Sunday, October 25th. The tow truck was parked for about one hour with the engine running on 10/24 ($50); the tow truck parked in the Ramsay's second parking space at 3:00 A.M. on 10/25 ($100.)

e) (Complainants) They did not receive and respond to these letters until they returned home from their trip. Ms. Ramsay returned on November 1, 2009. Mr. Ramsay returned earlier, on the 25th or 26th. (He may have opened and read them to Ms. Ramsay when she was traveling home.)

f) (Letter from Ramsays to Respondents) On about Monday, November 9, 2009, the Ramsays wrote:

We are in receipt of your letter and the fines for our tenant parking a commercial vehicle in the parking space for our unit. We are aware that the rules and regulations state that no commercial vehicles, trucks, recreational vehicles, etc. can be parked on the premises. However, we are also aware of dates and times of numerous other unit owners violating this regulation and we feel our tenants are being singled out in regards to their request for a reasonable accommodation and we consider this discrimination.

My tenant is responsible and knows of the rules and regulations after receiving a call from the property manager. Since this call he has been coming home from work only during his dinner hour and it is not parked there for an extended period of time, nor is he blocking the roadway or affecting any means of egress. He is unable to take a different vehicle as he is on call. Please be advised that the other vehicles we have witnessed on the property have been parked there overnight and for extended periods of time. Until such time that all violators of this regulation are fined and told not to park their vehicles on the property we are asking the board of directors to waive these fines.

6) The following concerns Respondents' claim that Complainants were not treated differently than others with regard to parking:

   a) (Respondents) Mr. Tenant's vehicle is a large, commercial flatbed tow truck with the company's name lettered on the side. When parked in the Ramsay's second parking space, it extends beyond the space both in front and in back. Mr. Tenant parked the truck on the premises overnight on several occasions. It was parked on the common driveway during lunch, limiting the two way flow of traffic to only one lane. He left the engine running for an hour one afternoon, which was a nuisance.

   b) (Respondents) Only one other commercial vehicle parks on the property. The owner of that vehicle came to the Board requesting permission to park a standard sized commercial van on the premises for a limited time period. His request was granted.

   c) (Complainants) Mr. Tenant parked the tow truck on the premises when he came home for lunch or to tuck his kids in bed. The truck does not extend beyond the parking space in front, although it does overhang the parking space in back over the lawn, which does not affect anyone. They asked Mr. Tenant to stop parking the tow truck on the premises. He agreed and has not parked there since.

   d) (Ms. Ramsay) When she lived in the unit (2002-2005), she would park a large Emergency Medical Services vehicle on the premises when she came home for lunch, and no one objected.

      (Ms. Ouellette, Ms. Craigs) They would not have reported an emergency vehicle parking on the premises because it might be there to assist someone in distress.

      (Ms. Ramsay) They knew she was driving the truck and that she was home for lunch, not on business.

7) The parties provided the following with regard to other vehicles:

Complainant	Ms. Craigs, Ms. Ouellette
Commercial vehicle parked on premises from 10/30/09 to 12/29/20	This is the vehicle referred to in paragraph 6b above.
Vehicle with commercial advertising on the side.	This vehicle is not a truck so they don't question it.
Pick-up truck with commercial plates.	Craigs: There is no writing on the side and she didn't notice it had commercial plates. Ouellette: She hasn't seen this vehicle.
Other trucks and SUVs.	Counsel: The Board uses its discretion. They don't enforce the parking rule with regard to pick-up trucks and SUVs. Although it's a technical violation of the rule against the "no truck" rule, many people drive these vehicles for person use.

8) The following concerns other parking warnings and fines imposed in the past two years:

July 9, 2007	Warning (no fine) issued to Unit Owner whose tenants were parking a Chevy van with commercial advertising on the premises.
Sept 17, 2007	Fine ($25) for parking a commercial vehicle (limousine) in the emergency area. Unit Owner did not receive a written warning. Unit Owner was spoken to directly about parking the limousine in the emergency access area. He parked the vehicle on the property again after he was warned, and was fined.
April 17, 2009	Warning (no fine) issued to Unit Owner for parking a dump truck loaded with junk on the property.
August 17, 2009	Warning (no fine) issued to Unit Owner whose tenant was parking a commercial vehicle on the property.

a) (Respondents) The Ramsays were treated the same as the Unit Owner who parked a limo on the premises. In both cases, the residents were spoken to directly and made aware of the rules related to their offenses. In both cases, they chose to ignore the rules and were subsequently fined.

b) (Complainants) They were not "directly spoken to" like the person who parked the limo on the property. Mr. Tenant was spoken to, not them.

V. ANALYSIS:

1) The Maine Human Rights Act (the Act) requires the Commission to "conduct such preliminary investigation as it determines necessary to determine whether there are reasonable grounds to believe that unlawful discrimination has occurred." 5 M.R.S.A. § 4612(1)(B). The Commission interprets this standard to mean that there is at least an even chance of Complainant prevailing in a civil action.

2) The Act provides, in part, that it is unlawful housing discrimination, in violation of the Act, for any owner, lessee, sublessee, managing agent or other person having the right to sell, rent, lease or manage a housing accommodation or any of their agents to refuse to permit the use of a service animal or otherwise discriminate against an individual with a mental disability who uses a service animal at the housing accommodation unless it is shown by defense that the service animal poses a direct threat to the health or safety of others or the use of the service animal would result in substantial physical damage to the property of others or would substantially interfere with the reasonable enjoyment of the housing accommodation by others. The use of a service animal may not be conditioned on the payment of a fee or security deposit, although the individual with a mental disability is liable for any damage done to the premises or facilities by such a service animal. 5 M.R.S.A. § 4582-A(3).

3) The Act, 5 M.R.S.A. § 4553, defines service animal as follows:

"Service animal" means:

A. Any animal that has been determined necessary to mitigate the effects of a physical or mental disability by a physician, psychologist, physician's assistant, nurse practitioner or licensed social worker; or

B. Any animal individually trained to do work or perform tasks for the benefit of an individual with a physical or mental disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals who are deaf or hard of hearing to intruders or sounds, providing reasonable protection or rescue work, pulling a wheelchair or fetching dropped items.

4) The Act also provides that:

Retaliation. A person may not discriminate against any individual because that individual has opposed any act or practice that is unlawful under this Act or because that individual made a charge, testified, assisted or participated in any manner in an investigation, proceeding or hearing under this Act. 5 M.R.S.A. § 4633(1).

Interference, coercion or intimidation. It is unlawful for a person to coerce, intimidate, threaten or interfere with any individual in the exercise or enjoyment of the rights granted or protected by this Act or because that individual has exercised or enjoyed, or has aided or encouraged another individual in the exercise or enjoyment of, those rights. 5 M.R.S.A. § 4633(2).

Unlawful discrimination. "Unlawful discrimination" includes . . . Aiding, abetting, inciting, compelling or coercing another to do . . . unlawful [housing] discrimination; obstructing or preventing any person from complying with this Act or any order issued in this subsection; attempting to do any act of unlawful discrimination; and punishing or penalizing, or attempting to punish or penalize, any person for seeking to exercise any of the civil rights declared by this Act or for complaining of a violation of this Act or for testifying in any proceeding brought in this subsection. 5 M.R.S.A. § 4553(10)(D).

Denial of Service Animal

5) In order to establish a prima facie case of denial of service animal, Complainants must show that Respondents refused to permit the use of a service animal at a housing accommodation owned and managed by the Respondents. The Complainants must also show that they have standing to file and pursue this claim by showing that they were injured by a discriminatory housing policy or practice. *See Havens Realty Corp. v. Coleman*, 455 U.S. 363, 376 (1982).

6) To avoid liability for discrimination, Respondents must show that the service animal posed a direct threat to the health or safety of others or that the use of the service animal would result

in substantial physical damage to the property of others or would substantially interfere with the reasonable enjoyment of the housing accommodation by others.

7) Here, the Ramsays own a unit in Jameson Woods, a condominium development located in Scarborough, Maine. They are members of the Jameson Woods Condominium Association and are bound by the Association's rules and regulations. At the time they rented the unit to Mr. and Ms. Tenant, they were unaware that the rules permitted owners to have dogs, but not tenants. They knew that Tenants had a dog but did not inquire whether it was a pet or a service animal. R & E Associates brought the no-pet rule to the Ramsays' attention after Tenants moved in. At that point, the Ramsays inquired and Ms. Tenant informed them that the dog was a service animal for her disability. Ms. Tenant asked the Ramsays for permission to keep the service animal in the condo, and the Ramsays passed her request on to the Respondents.

8) The request was in writing, and was received by R & E Associates on October 8, 2009. Each of the corporate and individual Respondents participated in the denial of the Complainants' request. The request was denied in a letter from Robert Keegan on behalf of the Respondents dated October 9, 2009. See Exhibit 1.

9) The Complainants suffered an injury when they received the October 9, 2009 letter, which threatened to impose fines of $10.00 per day beginning on October 10, 2009 until Complainants notified Respondents that the dog was no longer on the property. Complainants could not comply with Respondents demand without violating Ms. Tenant's fair housing right to a service animal.

10) Respondents argue that the Complainants did not suffer any injury because (a) they granted the request for a service animal on November 19, 2009 (after this complaint was filed) and (b) because fines for the dog were never assessed. However,

    a) The fact that Respondents granted the request after a complaint was filed does not nullify that the denial did, in fact, occur.

    b) As for the fines, the October 9, 2009 letter served notice on Complainants that a $10 per day fine would be assessed beginning the following day. This qualifies as an attempt to discriminate, which is prohibited pursuant to 5 M.R.S.A. § 4553(10)(D).

11) Respondents are unable to avoid liability for the denial of a service animal, with reasoning as follows:

    a) The service animal at issue here is a 9 pound dog.

    b) At the time of the denial, Respondents (including R & E Associates, Inc. and Robert Keegan, a professional property management company and property manager) believed that the dog was a service animal because it did not wear a vest and did not appear to have formal training. This demonstrates a lack of knowledge about fair housing laws. The Maine Human Rights Act's definition of service animal, which became effective in 2008,

does not require that animals wear a vest, and not all service animals are individually trained to do work or perform tasks for the benefit if a disabled individual.

c) When Respondents denied the request, there was no evidence whatsoever that the service animal posed a **direct threat** to the health or safety of others, or that the use of the service animal would result in **substantial physical damage** to the property of others or would **substantially interfere** with the reasonable enjoyment of the housing accommodation by others.

d) Respondents asserted that there is evidence that Ms. Tenant's service animal poses "health and safety issues." The two alleged incidents they reported occurred *after* Respondents denied the request for a service animal, and could not have been a factor in the denial.

e) It is assumed, for purposes of this Report, that the two incidents are true. On October 28, 2009, the service animal (dog) was running loose that the dog jumped all over a resident's legs and tore her tights. On November 17, 2009, the dog ran out of house when tenant was leaving and was loose for over an hour. This behavior did not justify a denial or revocation of permission for the dog because the dog did not threaten any person's health or safety and caused only minimal property damage. As cited above, permission for a service animal may only be denied or revoked based on evidence of a **direct threat** to the health or safety of others, **substantial physical damage** to the property of others, or **substantial interference** with the reasonable enjoyment of the condominium complex by others.

Retaliation

12) In order to establish a prima-facie case of retaliation, Complainants must show that they engaged in statutorily protected activity, they were the subject of a materially adverse action, and there was a causal link between the protected activity and the adverse action. *See Doyle v. Dep't of Human Servs.*, 2003 ME 61, ¶ 20, 824 A.2d 48, 56 (employment case); *Burlington Northern & Santa Fe Ry. v. White*, 126 S. Ct. 2405 (2006) (same). The term "materially adverse action" covers actions that are harmful to the point that they would dissuade a reasonable person from making or supporting a charge of discrimination. *See Burlington Northern*, 126 S. Ct. 2405. One method of proving the causal link is if the adverse action happens in "close proximity" to the protected conduct. *See Id.*

13) The prima-facie case creates a rebuttable presumption that Respondent retaliated against Complainants for engaging in statutorily protected activity. *See Wytrwal v. Saco Sch. Bd.*, 70 F.3d 165, 172 (1st Cir. 1995). Respondent must then produce some probative evidence to demonstrate a nondiscriminatory reason for the adverse action. *See Doyle*, 2003 ME 61, ¶ 20, 824 A.2d at 56. If Respondent makes that showing, Complainants must carry their overall burden of proving that there was, in fact, a causal connection between the protected activity and the adverse action. *See id.*

14) Here, Complainants have established a prima facie case of retaliation by showing that they requested a service animal on behalf of Ms. Tenant on October 8, 2009 and that shortly

thereafter (October 23, 2009 and October 29, 2009), Respondents imposed fines on Complainants for parking violations by Mr. Tenant.

15) Respondents denied the retaliation claim and said that Mr. Tenant was warned about the parking violation on October 3, 2009, before the request for a service animal was received, and that the Complainants were treated the same as other members of the Association who did not ask permission for service animals.

16) At the final stage of the analysis, there is sufficient evidence that Complainants were treated less favorably than others to support an inference of retaliation, with reasoning as follows:

a) Respondents warned Mr. Tenant about parking his large flatbed tow truck on the premises on October 3, 2009, before Complainants made the request for a service animal. This shows that Respondents did, in fact, believe that this particular vehicle violated the Association's parking rule, even though Respondents do not enforce the "no truck" and "no commercial vehicles" rule against small trucks and SUVs, and did not enforce the rule when Ms. Ramsay parked a commercial vehicle on the property when she lived in the unit.

b) However, the evidence of other parking warnings and fines imposed on other owners in the past two years shows that everyone *except the Ramsays* was individually notified and warned of the parking violation before a fine was imposed. Here, the Ramsays' tenant was called and warned, but not the Ramsays. The first contact between the Respondents and the Ramsays about the parking violation was by letter dated October 23, 2009, which included a $25.00 fine.

c) The August 17, 2009 warning issued to a Unit Owner is the closest comparison to the Ramsays' situation. There, the Unit Owner's tenant was parking a commercial vehicle on the property and the Respondents handled it by sending the Unit Owner a written warning but not fine. The Respondents treated the Ramsays more harshly that that Unit Owner since the first communication they received from Respondents included a fine.

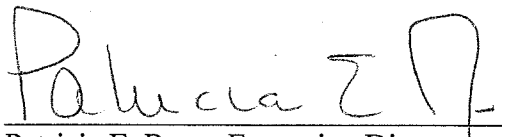
VI. RECOMMENDATIONS:

For the reasons stated above, it is recommended that the Maine Human Rights Commission issue the following finding:

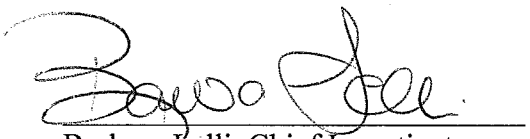
1) There are **Reasonable Grounds** to believe that the Respondents, Jameson Woods Condominium Association, R & E Associates, Inc., Bonnie Craigs, Claudette Ouellette, Alex Greenwald, Thomas Hickey, Kate Lampron and Robert Keegan, discriminated against Complainants, Jessica and Damon Ramsey, by denying their request for a service animal on behalf of their tenants; and

2) There are **Reasonable Grounds** to believe that the Respondents retaliated against Complainants for requesting a service animal on behalf of their tenants; and

3) Conciliation should be attempted in accordance with 5 M.R.S.A. § 4612(3).



Patricia E. Ryan, Executive Director



Barbara Lelli, Chief Investigator

October 9, 2009

Jessica & Damon Ramsay
6A Laidlaw Ln
Scarborough, ME 04074

Dear Jessica & Damon Ramsay:

Your letter of October 7, 2009 was presented to the Executive Board for review. The Board does understand that there may be a need for the dog due to a disabled family member of the household. However, the Rules and Regulations of the Association do not allow Renter(s) to have pets. The Board has denied your request for reasonable accommodation based on the following facts.

The Board retained legal counsel regarding this issue when the Rules and Regulations were revised for consistency with the By-Laws and Declaration, illegal discrimination, clarity and interpretation. A copy of the revised Rules & Regulations dated June 1, 2008, were mailed out to Unit Owners in May, 2008.

The Rules and Regulations are clear regarding pets, refer to **Rule # 19**. The Leasing Rules also require that the Renter (s) receive and review the Rules and Regulations before moving in. As a Unit Owner you are responsible for reading and abiding by the Documents of the Association.

As stated in our letter of October 1, 2009, the dog had to be removed from the property as of today. The **$10.00 per day fine** will begin on Saturday, October 10th until such time we receive notification (call or e-mail) that the dog is no longer on the property.

Your Renter, Mr. & Mrs. Stephens, also have a trailer with an ATV parked in their second parking space. According to **Rule #27** ("neither trailers, recreational or commercial vehicles") are to be parked in parking areas or on the grounds. You have **48-hours** to remove this trailer/ATV from the premises. If not removed by Monday a.m., **October 12, 2009,** then a fine will be assessed.

Sincerely,

Robert Keegan, CMCA, AMS

RK/jp