

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN

TANICA LEWIS, individually and
as next friend of **TANIA THOMAS** and
TAYLOR LEWIS, Minors

Plaintiffs,

vs.

NORTH END VILLAGE, LDHA, L.P.;
MANAGEMENT SYSTEMS
INCORPORATED;and **JACQUELINE**
WATERS,

Defendants

) Civil No.

) Hon.

) **COMPLAINT**

) **DEMAND FOR JURY TRIAL**

PRELIMINARY STATEMENT

1. This action arises out of sex discrimination in unlawfully terminating the tenancy of Ms. Tanica Lewis and her two daughters, Tania Thomas and Taylor Lewis, based on Ms. Lewis's sex and her status as a victim of domestic violence.

2. Plaintiffs bring this action to enforce their rights under the federal Fair Housing Act and the Michigan Elliott-Larsen Civil Rights Act.

JURISDICTION AND VENUE

3. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331, 28 U.S.C. § 1343, and 42 U.S.C. § 3613(a), which permits individuals to pursue claims of

housing discrimination in federal court. This Court has supplemental jurisdiction over Plaintiffs' state law claims pursuant to 28 U.S.C. § 1367.

4. Venue is proper in this district pursuant to 28 U.S.C. § 1391 and 42 U.S.C. § 3612(o)(1) because all or a substantial part of the events giving rise to the claims in this action took place in the Eastern District of Michigan.

JURY DEMAND

5. Plaintiffs demand a trial by jury on each and every claim to which they are so entitled.

PARTIES

6. Plaintiff Tanica Lewis was a tenant in Northend Village, a Low Income Housing Tax Credit-funded apartment complex in Detroit, Michigan. She resided there with her two children from July 30, 2005, until she moved on March 31, 2006, following the termination of her tenancy.

7. Plaintiff Tania Thomas is the minor daughter of Ms. Lewis and resided in Northend Village with Ms. Lewis from July 30, 2005, until March 31, 2006, following the termination of Ms. Lewis's tenancy.

8. Plaintiff Taylor Lewis is the minor daughter of Ms. Lewis and resided in Northend Village with Ms. Lewis from July 30, 2005, until March 31, 2006, following the termination of Ms. Lewis's tenancy.

9. At all times relevant to this action, Defendant North End Village, L.D.H.A., L.P., was the owner of Northend Village

10. At all times relevant to this action, Defendant Management Systems Incorporated was the manager of Northend Village and agent of Defendant North End Village, L.D.H.A., L.P.

11. At all times relevant to this action, Defendant Jacqueline Waters was the Residential Manager of Northend Village and an employee of defendant Management Systems Incorporated.

STATEMENT OF FACTS

12. Northend Village is a 50-unit apartment complex in Detroit, Michigan, owned by North End Village, L.D.H.A., L.P., and operated by Management Systems Incorporated. It is a property funded through the Low Income Housing Tax Credit (LIHTC) program.

13. Management Systems Incorporated manages approximately 50 properties in three states, including approximately 44 properties in the Detroit metropolitan area.

14. Federal law requires LIHTC property owners to enter into an Extended Low-Income Housing Commitment (ELIHC) in the form of a restrictive covenant on the LIHTC property.

15. Federal law requires that this ELIHC must prohibit, among other things, terminations of tenancy or eviction without good cause.

16. Federal law provides that the commitments made in the ELIHC may be enforced in court by prospective, current, or past LIHTC tenants.

17. On information and belief, a restrictive covenant on the Northend Village property, enforceable by prospective, current, and past tenants, prohibits evictions and terminations of tenancy without good cause.

18. Ms. Lewis, Tania Thomas, and Taylor Lewis moved into an apartment in Northend Village on or about July 30, 2005.

19. In January 2006, Ms. Lewis ended her relationship with Reuben Thomas, the father of her daughters. Mr. Thomas did not live with Ms. Lewis, and at no time was Mr. Thomas a tenant or occupant of Northend Village.

20. After Ms. Lewis ended the relationship, Mr. Thomas began to harass and stalk her. He called her eight to ten times a day or more at work. He made numerous threats against her, including threats against her life. He appeared at her workplace and had to be escorted out by security.

21. On February 24, 2006, because she feared for her safety, Ms. Lewis obtained a personal protection order that, among other things, prohibited Mr. Thomas from entering Northend Village, approaching Ms. Lewis, contacting Ms. Lewis, or threatening or harming her or her children.

22. Shortly thereafter, Ms. Lewis informed Jacqueline Waters, Residential Manager of Northend Village Apartments, that she had obtained a personal protection order against Mr. Thomas that barred him from the property.

23. In addition to obtaining the personal protection order, Ms. Lewis took other steps to avoid Mr. Thomas and protect herself and her property from him. For instance, she persuaded Patricia Grant, her godsister, to stay with her and watch her apartment during the day while Ms. Lewis was at work. Ms. Lewis changed her work schedule, so that Mr. Thomas could not easily intercept her as she traveled to and from work. She parked her car in different places, and avoided parking on the street, so that Mr. Thomas could not easily determine where she was. She tried to be home before dark each night. When Mr. Thomas repeatedly called her in violation of the personal protection order, she reported these violations to the police.

24. On March 1, 2006, while Ms. Lewis was at work, Mr. Thomas appeared at Northend Village uninvited and in violation of the personal protection order. Unaware that anyone was in Ms. Lewis's apartment, Mr. Thomas threw a brick through Ms. Lewis's window, kicked in her door, and forced entry into the apartment. Ms. Grant, alerted by the noise, found Mr. Thomas inside the apartment. After speaking to Ms. Grant, Mr. Thomas left the scene. Ms. Grant called the police, who told her that Ms. Lewis would have to make a police report about the break-in. Ms. Grant then contacted Ms. Lewis's mother, who called Ms. Lewis at work and informed her what had happened.

25. Ms. Lewis immediately called the police. She then left her place of employment and returned to Northend Village, where she spoke to the police and reported Mr. Thomas's breaking and entering in violation of the personal protection order.

26. Mr. Thomas was ultimately convicted of home invasion based on the events of March 1, 2006.

27. On March 1, 2006, the day of the break-in, Ms. Lewis called Ms. Waters and informed her that Mr. Thomas had appeared at her home in violation of the personal protection order and damaged the property.

28. Ms. Waters responded that she would send maintenance over to repair the damage. She also told Ms. Lewis that Ms. Lewis would likely be evicted because her lease stated that she was responsible for any damage done by a guest.

29. Ms. Lewis reminded Ms. Waters that she had a personal protection order against Mr. Thomas and protested that he should not be considered her guest. Ms. Waters responded that she would talk to her manager about the situation.

30. Because Ms. Lewis was frightened of Mr. Thomas, she and her two daughters temporarily left their home, staying first with Ms. Lewis's parents and then upon the recommendation of police moving to a domestic violence shelter. Ms. Lewis at all times, however, intended to return to her home in Northend Village after the immediate crisis was resolved.

31. On March 3, 2006, an employee at the domestic violence shelter at which Ms. Lewis was staying called Ms. Waters to determine the status of Ms. Lewis's tenancy. Ms. Waters told the shelter employee that Ms. Lewis would have to leave Northend Village as the result of Mr. Thomas's vandalism of the property on March 1, because Mr. Thomas was Ms. Lewis's guest. The shelter employee relayed this information to Ms.

Lewis. Based on this conversation, Ms. Lewis did not pay her March rent, as she understood that she was being evicted from her apartment.

32. Thereafter, on or about March 13, 2006, Ms. Lewis received a document in the mail that stated it served as notice of termination of Ms. Lewis's tenancy effective March 13, 2006. The reason given for the action was "non-compliance to lease." Specifically, reference was made to that portion of the lease requiring the tenant to "be liable for damage to the structure or interiors of the facilities due to the negligence of the Tenant, or due to the lack of proper supervision of the Tenant's dependants and guests." The document stated that Ms. Lewis must vacate the property by April 13, 2006. It also stated that after "said termination date, no rent will be accepted from you." This document was on Defendant Management Systems Incorporated letterhead and signed by Ms. Waters.

33. On or about March 31, 2006, based on this lease termination notice, Ms. Lewis involuntarily moved out of the Northend Village apartment.

34. Although Ms. Lewis had left the premises on March 31, 2006, on April 4, 2006, a second Notice to Quit was issued by Northend Village. An accompanying document headed "Notice to Quit/Termination of Tenancy" stated that Northend Village was terminating Ms. Lewis's tenancy and sought to evict her because "Residents [sic] guest kicked in the apartment door and broke several windows, causing extensive property damage. Disrupting the quiet enjoyment of others [sic]." This document stated that Ms. Lewis was required to move by May 5, 2006.

35. On or about April 6, 2006, Ms. Lewis received a third notice to quit indicating that she owed \$567.50 and that she must either pay this amount or vacate the premises within 7 days. Ms. Lewis's monthly rent at Northend Village was \$568. Ms. Lewis had been informed that no rent would be accepted from her after March 13, 2006, and had already vacated the premises.

36. While Ms. Lewis was able to find replacement housing, this housing cost approximately \$200 more per month than her former apartment in Northend Village.

37. Her replacement housing is much further away from her place of employment than her former apartment in Northend Village.

38. Because she was forced to move, Ms. Lewis had to make new and less desirable child-care arrangements for her younger daughter, Taylor Lewis.

39. As a result of the termination of her tenancy, Ms. Lewis shouldered moving costs.

40. As a result of the termination of her tenancy, Ms. Lewis experienced great emotional and psychological distress, which manifested in physical symptoms, including migraines and hair loss.

41. As a result of the termination of Ms. Lewis's tenancy, Taylor Lewis and Tania Thomas experienced great emotional and psychological distress stemming from their permanent displacement from their home.

42. By February 2006, Defendants had knowledge that Ms. Lewis was a victim of domestic violence by Mr. Thomas.

43. By March 1, 2006, Defendants had knowledge that Ms. Lewis did not break the window or kick in the door to her apartment. Defendants further had knowledge that Mr. Thomas broke the window and kicked in the door.

44. By February 2006, Defendants had knowledge that Ms. Lewis had taken actions to prevent Mr. Thomas from entering the property, including obtaining a personal protection order that legally barred him from her home.

45. At all times relevant to this action, there was no rule, policy, or practice of Defendants to terminate or otherwise adversely affect the tenancy of victims of crimes committed by strangers.

46. Defendants terminated Ms. Lewis's tenancy because of her sex.

47. Defendants' acts demonstrate intent to discriminate against Plaintiffs on the basis of sex and specifically on the basis of gender stereotypes about women who are victims of domestic violence. These gender stereotypes hold battered women accountable for the acts of abusers and attribute to a battered woman responsibility for the actions of those who abuse her.

48. Defendants' policy of holding domestic violence victims responsible for the criminal acts of their abusers has a disproportionately adverse impact on women. Statistics show that 90-95% of victims of domestic violence are women and women are eight times more likely than men to be victims of domestic violence.

49. Defendants' policy of holding domestic violence victims responsible for the criminal acts of their abusers is not required or justified by business necessity.

50. The acts and failures of Defendants were intentional, wanton, malicious, oppressive, reckless, and callously indifferent to the rights of Plaintiffs, thus entitling them to an award of punitive damages against Defendants.

FIRST CLAIM FOR RELIEF

(Violation of the Fair Housing Act, § 3604(a) and (b).)

51. Plaintiffs repeat and reallege the allegations in the preceding paragraphs of this Complaint.

52. By terminating Ms. Lewis's tenancy based on the criminal behavior of Ms. Lewis's domestic abuser, Defendants intentionally discriminated against Plaintiffs on the basis of sex, adversely affecting their opportunity to rent a dwelling and the terms, conditions, and privileges of the rental, in violation of the Fair Housing Act, 42 U.S.C. §§ 3604(a) and (b).

53. Defendants engaged in such discriminatory conduct intentionally, willfully, and in disregard of the rights of Plaintiffs.

54. Plaintiffs have suffered injury as a result of Defendants' illegal conduct.

SECOND CLAIM FOR RELIEF

(Violation of the Fair Housing Act §§ 3604(a) and (b).)

55. Plaintiffs repeat and reallege the allegations in the preceding paragraphs of this Complaint.

56. By adopting a policy or practice of treating domestic abusers as tenants' guests and holding tenants responsible for the behavior of these individuals, Defendants engaged in a practice that has a disparate impact on women, because the great majority of domestic violence victims are women, and that discriminates on the basis of sex in violation of the Fair Housing Act, 42 U.S.C. §§3604 (a) and (b).

57. Defendants engaged in such discriminatory conduct intentionally, willfully, and in disregard of the rights of Plaintiffs.

58. Plaintiffs have suffered injury as a result of Defendants' illegal conduct.

THIRD CLAIM FOR RELIEF

(Violation of the Michigan Elliott-Larsen Civil Rights Act, M.C.L. §§ 37.2502(1)(a), (b), (c), and (d).)

59. Plaintiffs repeat and reallege the allegations in the preceding paragraphs of this Complaint.

60. By terminating Ms. Lewis's tenancy based on the criminal behavior of Ms. Lewis's domestic abuser, Defendants intentionally discriminated against Plaintiffs on the basis of sex, adversely affecting them in the terms, conditions, or privileges of a real estate transaction or in the furnishing of facilities or services in connection with a real estate transaction, refusing to receive from them a bona fide offer to engage in a real estate transaction, and refusing to negotiate for a real estate transaction with them, in violation of the Elliott-Larsen Civil Rights Act, §§ 37.2502(1)(a), (b), (c), and (d).

61. Defendants engaged in such discriminatory conduct intentionally, willfully, and in disregard of the rights of Plaintiffs.

62. Plaintiffs have suffered injury as a result of Defendants' illegal conduct.

FOURTH CLAIM FOR RELIEF

(Violation of the Michigan Elliott-Larsen Civil Rights Act, M.C.L. §§ 37.2502(1)(a), (b),(c), and (d).)

63. Plaintiffs repeat and reallege the allegations in the preceding paragraphs of this Complaint.

64. By adopting a policy or practice of treating domestic abusers as tenants' guests and holding tenants responsible for the behavior of these individuals, Defendants engaged in a practice that has a disparate impact on women, because the great majority of domestic violence victims are women, and that discriminates on the basis of sex in violation of the Elliott-Larsen Civil Rights Act, §§ 37.2502(1)(a), (b), (c), and (d).

65. Defendants engaged in such discriminatory conduct intentionally, willfully, and in disregard of the rights of Plaintiffs.

66. Plaintiffs have suffered injury as a result of Defendants' illegal conduct.

FIFTH CLAIM FOR RELIEF

(Violation of Restrictive Covenant Reflecting Extended Low-Income Housing Commitment.)

67. Plaintiffs repeat and reallege the allegations in the preceding paragraphs of this Complaint.

68. By terminating the tenancy of Ms. Lewis based on the actions of a third party who was not Ms. Lewis's guest and against whom Ms. Lewis had taken all

available steps to protect herself and the property, Defendants engaged in termination of tenancy and/or eviction without good cause.

69. On information and belief, this termination of tenancy without good cause violated the restrictive covenant that prohibits termination of tenancy or eviction from Northend Village without good cause, as required by federal law, 26 U.S.C. § 42(h)(6)(B)(i), and that is enforceable by prospective, current, and former tenants, 26 U.S.C. § 42(h)(6)(B)(ii).

70. Defendants engaged in such unlawful conduct intentionally, willfully, and in disregard of the rights of Plaintiffs.

71. Plaintiffs have suffered injury as a result of Defendants' illegal conduct.

PRAYER FOR RELIEF

Wherefore, Plaintiffs respectfully requests that this Court grant the following relief:

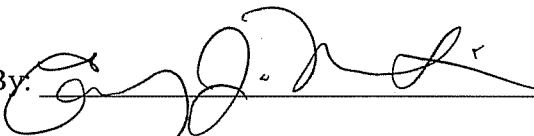
- a. Award compensatory damages to Plaintiffs pursuant to 42 U.S.C. §3613(c) and M.C.L. § 37.2801 in an amount to be determined at trial;
- b. Award punitive damages to Plaintiffs in an amount to be determined at trial pursuant to 42 U.S.C. § 3613(c);
- c. Declare that the discriminatory practices of the Defendants, as set forth above, violate the Fair Housing Act, as amended, 42 U.S.C. §§ 3601-3619, and the Michigan Elliott-Larsen Civil Rights Act, M.C.L. §§ 37.2501 *et seq.*;
- d. Enjoin Defendants, their agents, employees, and successors, and all other persons in active concert or participation with any of them, from

discriminating on the basis of sex against any person in any aspect of the rental of a dwelling pursuant to 42 U.S.C. § 3613(c) and M.C.L. § 37.2801;

- e. Order Defendants to take such affirmative steps as necessary to restore Plaintiffs as nearly as practicable to the position they would have been in but for the discriminatory conduct and to take such affirmative steps as may be necessary to prevent such discrimination, harassment, and retaliation in the future
- f. Award Plaintiffs reasonable attorneys' fees and costs, pursuant to 42 U.S.C. § 3613(c) and M.C.L. § 37.2801.
- g. Grant such other and further relief as this Court deems just and proper under the circumstances.

Dated: February 21, 2007

Respectfully Submitted,

By: 

Emily J. Martin, Esq.

Lenora M. Lapidus, Esq.

AMERICAN CIVIL LIBERTIES UNION FOUNDATION –
WOMEN'S RIGHTS PROJECT

125 Broad Street, 18th Floor

New York, NY 10004

phone: (212) 549-2615

fax: (212) 549-2580

emartin@aclu.org

llapidus@aclu.org

-and-

Michael J. Steinberg (P43085)

Kary L. Moss (P49759)
AMERICAN CIVIL LIBERTIES UNION FUND
OF MICHIGAN
60 W. Hancock
Detroit, MI 48201
phone: (313) 578-6800
fax: (313) 578-6811
msteinberg@aclumich.org
kmoss@aclumich.org