

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

YANIRA SANTONI,

Petitioner,

vs.

Case No. 16-3611

PARADISE ONE REALTY,

Respondent.

_____ /

RECOMMENDED ORDER

The final hearing in this matter was conducted before J. Bruce Culpepper, Administrative Law Judge of the Division of Administrative Hearings, pursuant to sections 120.569 and 120.57(1), Florida Statutes (2016),^{1/} on October 18, 2016, in Orlando, Florida.

APPEARANCES

For Petitioner: Tushaar Desai, Esquire
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For Respondent: John W. Bolanovich, Esquire
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STATEMENT OF THE ISSUE

Whether Respondent, Paradise One Realty, discriminated against Petitioner, Yanira Santoni, in violation of the Florida

Fair Housing Act; and, if so, the relief to which Petitioner is entitled.

PRELIMINARY STATEMENT

On February 11, 2016, Petitioner filed a Charge of Discrimination with the U.S. Department of Housing and Urban Development ("HUD") alleging that Respondent, Paradise One Realty ("Paradise One"), violated the Florida Fair Housing Act. Petitioner alleged that Paradise One discriminated against her based on her religion. HUD forwarded Petitioner's complaint to the Florida Commission on Human Relations (the "Commission").

On June 1, 2016, the Commission notified Petitioner that reasonable cause did not exist to believe that Paradise One had committed a discriminatory housing practice.

On June 21, 2016, Petitioner filed a Petition for Relief with the Commission alleging a discriminatory housing practice in violation of the Florida Fair Housing Act. The Commission transmitted the Petition to the Division of Administrative Hearings ("DOAH") to conduct a chapter 120 evidentiary hearing.

The final hearing was held on October 18, 2016. At the final hearing, Petitioner testified on her own behalf and presented the testimony of Lizette Pagan and Gregory Santoni. Petitioner's Exhibits 1 through 3 were admitted into evidence. Paradise One presented the testimony of Geil Fontanez, Natacha

Salamon, Jerome Gordon, and Beverly Simmons-Henry. Paradise One's Exhibits 1 through 11 were admitted into evidence.

A court reporter recorded the final hearing. A two-volume Transcript of the final hearing was filed with DOAH on November 21, 2016. At the close of the hearing, the parties were advised of a ten-day timeframe following DOAH's receipt of the hearing transcript to file post-hearing submittals. Both parties filed Proposed Recommended Orders which were duly considered in preparing this Recommended Order.

FINDINGS OF FACT

1. On May 1, 2014, Petitioner rented an apartment in Kissimmee, Florida, for a one-year term.

2. The apartment Petitioner rented is owned by James and Marcela Stanislau (the "Owners"). Paradise One served as the management company for the property and was in charge of leasing the unit.

3. Paradise One is owned by Beverly Simmons-Henry ("Ms. Simmons"), who is a licensed real estate agent. Ms. Simmons handled the rental transaction for the apartment Petitioner rented.

4. Petitioner first approached Ms. Simmons seeking to rent an apartment in April 2014. At that time, Paradise One was attempting to sell the Owner's apartment. Paradise One had not been successful in attracting a buyer. Therefore, the Owners

were amenable to allowing Paradise One rent the apartment until a buyer could be found.

5. Petitioner rented the apartment through HUD's Section 8 program. Under Section 8, HUD assists qualified participants pay for housing. See 42 U.S.C. § 1437f. To rent a dwelling using Section 8 funds in Kissimmee, Florida, the participant applies through the Osceola County Human Services office (the "Housing Authority"). Using Section 8 funds, the Housing Authority pays most of the monthly rent on a leased unit directly to the landlord. The program participant pays the balance of the rent.

6. Lizette Pagan works as a Section 8 Program Coordinator for the Housing Authority. Ms. Pagan assisted Petitioner secure a housing voucher from Section 8 to rent the apartment from Paradise One. Ms. Pagan testified that the maximum housing allowance Petitioner could receive through the Section 8 program in 2014 was \$729 a month. If the property owner/landlord agreed to rent to the participant, they must accept the housing allowance calculated by Section 8 and no more. The property owner/landlord's agreement to rent to a Section 8 participant is completely voluntary.

7. In 2014, Paradise One had listed the rental price for the apartment at \$775 a month. However, Ms. Simmons agreed to lease the apartment to Petitioner through Section 8 for the reduced rate of \$729 a month. Of the \$729 rental amount,

Section 8 paid \$559. Petitioner paid the balance of \$170.00. Per Section 8 policy, Petitioner could only enter a one-year lease for the apartment. Petitioner conceded that she could not have rented the apartment without the assistance of the Section 8 program.

8. Ms. Pagan further explained that if a landlord desired to renew the lease at a higher rental amount following the first lease term, Section 8 would conduct a reasonableness study to ensure that the new lease amount was reasonable within the market area. Ms. Pagan stated that the payment standard for a one-bedroom apartment in Osceola County in 2015 would have been approximately \$794.00, including utilities. If, however, Section 8 found the new rental amount unreasonable, Section 8 would reject the lease, and the landlord would be free to either renew the lease at the "reasonable" amount or not participate in the Section 8 program. Ms. Pagan was not aware of any legal obligation for a property owner/landlord to renew a Section 8 lease beyond the first year.^{2/}

9. Ms. Simmons testified that the Owners were not pleased to learn that Paradise One had rented their property through the Section 8 program because they had had problems with Section 8 leases in the past. Therefore, the Owners instructed Ms. Simmons to keep their apartment unit on the market for sale. The

apartment remained for sale during the year Petitioner rented the property.

10. Before signing the lease agreement, Petitioner expressed to Ms. Simmons that she desired a two-year lease. Ms. Simmons informed Petitioner that the Owners would only rent the apartment for one year because they still desired to sell the unit. Therefore, Petitioner signed a one-year lease that ran from May 1, 2014, through April 30, 2015. However, Petitioner testified that Ms. Simmons told her that if she complied with all the rules and regulations of her housing assistance program, she could stay in the apartment for two years.

11. Petitioner practices Santeria. Petitioner described the Santeria religion as similar to Catholicism, but presented in "an African way." Petitioner expressed that she believes in the same God and Jesus as the Catholic Church. As described in Church of Lukumi Babalu Aye v. City of Hialeah, 508 U.S. 520, 524, 113 S. Ct. 2217, 2222 (1993):

[T]he Santeria religion . . . originated in the 19th century. When hundreds of thousands of members of the Yoruba people were brought as slaves from western Africa to Cuba, their traditional African religion absorbed significant elements of Roman Catholicism. The resulting syncretion, or fusion, is Santeria, "the way of the saints." [Those who practice Santeria] express their devotion to spirits, called *orishas*, through the iconography of Catholic saints, Catholic symbols are often present at Santeria rites, and Santeria devotees attend the Catholic sacraments.

* * *

The Santeria faith teaches that every individual has a destiny from God, a destiny fulfilled with the aid and energy of the *orishas*. The basis of the Santeria religion is the nurture of a personal relation with the *orishas*

Petitioner stated that her religion was passed down to her from her mother and grandmother.

12. Santeria encourages its adherents to maintain certain religious objects throughout their homes. These items assist one in prayers to God and the *orishas* (saints), as well as cleanse the house from evil spirits. True to her faith, shortly after moving into the apartment, Petitioner arranged a number of religious artifacts throughout her dwelling. Next to her front door, she placed a coconut. The coconut represents "Eleggua," the most important "saint" who opens doors to conduct one to the right spot in their journey through life. Eleggua allows good to pass into a home and keeps harm out. Petitioner also located a pot in her living room that she used to pray to Eleggua.

13. In addition, Petitioner displayed an Indian (Native American) figure on a table in her living room. Petitioner also propped machetes on either side of her front door, in all the corners of her front room, and in the form of crosses on her walls. The machetes served to cut negative energy from coming inside her home. Petitioner sat a rag doll in a rocking chair and leaned a stick against a wall to represent her guardian

angels. Petitioner set out dozens of cups of water throughout the apartment. The water served to refresh angels who visited her home, as well as to absorb negative energy. Petitioner also lit candles to the Santos (saints) as part of her prayers.

14. The specific discriminatory act about which Petitioner complains is that Paradise One (through Ms. Simmons) refused to renew her lease to the apartment beyond the first year. Despite Petitioner's belief that Ms. Simmons promised that she could rent the apartment for two years, in a conversation before her lease term ended, Ms. Simmons announced to Petitioner that Paradise One was not going to rent the apartment to her any longer. During this conversation, Petitioner heard Ms. Simmons make several questionable comments about her religious practices. Petitioner concluded that Ms. Simmons' denial of her request to renew her lease was based on her religion.

15. Petitioner testified that she did not tell Paradise One or anyone else at the apartment complex that she practiced Santeria. Therefore, Petitioner surmised that the only way Ms. Simmons knew about her religion was if someone had disclosed this fact to Paradise One, or if they had seen the inside of her apartment and observed her religious objects.

16. At the final hearing, Petitioner described an event that occurred in June 2014, when a maintenance man entered her

apartment to perform repairs. During his visit, the maintenance man became nervous upon seeing all of her religious artifacts.

17. Following this visit, Petitioner expressed that Ms. Simmons' attitude towards her completely changed. Although she did not know for sure, Petitioner believes that the maintenance man reported what he saw to Ms. Simmons.^{3/} Following this incident, Petitioner believes that Ms. Simmons reached unfounded and unjustified conclusions regarding her religious beliefs.

18. Petitioner believes that when Ms. Simmons learned that she practiced Santeria, Ms. Simmons decided not to allow her to remain on the property or to renew the lease to the apartment. Petitioner asserts that Ms. Simmons did not appreciate or understand Santeria and believed that she worships the devil and practices witchcraft.

19. At the final hearing, both parties described a notable encounter between Petitioner and Ms. Simmons involving mustard seeds. In March or April 2015, Petitioner and a male companion visited the Paradise One office hoping to talk to Ms. Simmons. Petitioner intended to ask Ms. Simmons if she could renew her lease for the apartment. Ms. Simmons was not present in the office at that time. Therefore, Petitioner left shortly thereafter.

20. Upon returning to her office, Ms. Simmons detected small seeds scattered across the lobby floor. Ms. Simmons later viewed a video recording of the lobby which appeared to show that Petitioner's companion, while sitting in the lobby, reached into his pocket, pulled out a handful of some substance (the seeds), and tossed it discreetly onto the floor. After examining the seeds, Ms. Simmons believed they were mustard seeds.

21. Ms. Simmons called Petitioner to discuss the incident. During this phone call, Ms. Simmons informed Petitioner that she would not be offered the opportunity to renew her lease for a second year. Ms. Simmons told Petitioner that the Owners were selling the property. Petitioner testified that during their conversation, Ms. Simmons called her a "witch." Petitioner further claimed that Ms. Simmons accused her of practicing voodoo and that she had evil artifacts and demonic saints displayed throughout her apartment.

22. Ms. Pagan of the Housing Authority recalls a similar conversation with Ms. Simmons in March 2015. Ms. Pagan had called Ms. Simmons after Petitioner complained that Paradise One had wrongfully retained a portion of her security deposit.^{4/} Ms. Pagan testified that Ms. Simmons told her that Petitioner was practicing witchcraft in her unit and that such activity violated her apartment lease. Ms. Pagan also relayed that Ms. Simmons told her that a pregnant employee of Paradise One, who was

supposed to perform a move-out inspection of Petitioner's unit, was afraid to go into the apartment for fear of the safety of her unborn child.

23. Ms. Simmons recalled talking to both Petitioner and Ms. Pagan about the mustard seed incident. However, she denied making any statements to them about Petitioner's religion. Ms. Simmons testified that the only thing she discussed with Ms. Pagan was the return of Petitioner's security deposit.

24. Despite the comments she alleges Ms. Simmons made, Petitioner stated that no one from Paradise One prevented her from practicing Santeria while she rented the apartment. Neither was she instructed to remove her religious items from the property.

25. At the final hearing, Ms. Simmons denied refusing to renew Petitioner's lease agreement based on her religion. Ms. Simmons stated that she had never been inside Petitioner's apartment to see her religious objects. Ms. Simmons denied ever discussing Santeria with Petitioner. Ms. Simmons testified that she had no knowledge of Petitioner's religious beliefs until around April 2015. Ms. Simmons further denied ever agreeing to allow Petitioner to remain in the property for two years.

26. Ms. Simmons explained that Paradise One did not offer Petitioner the opportunity to renew her lease because the Owners desired to sell the apartment. Ms. Simmons relayed that the

Owners had purchased the property as an investment. The Section 8 rental price, however, adversely affected their ability to sell or lease the property. The reduced rental price made it difficult for the Owners to justify their desired sale price or a higher lease amount. It did not make financial sense to potential buyers to purchase the property if the prospective return on the investment was only the Section 8 rental amount. Ms. Simmons asserted that the Owners, not she, made the ultimate decision not to renew the lease with Petitioner for a second year.

27. Ms. Simmons expressed that she notified Petitioner in January 2015 that the Owners did not intend to re-rent the apartment to Petitioner. Petitioner acknowledged the Owners' decision in a letter she wrote to the Housing Authority, dated February 2, 2015. However, Petitioner explained that when she authored the letter, she was under the impression that the Owners had already sold the property.

28. On February 20, 2015, Ms. Simmons prepared a letter officially notifying Petitioner that her lease would not be renewed. Ms. Simmons represented that she delivered the letter to Petitioner. Petitioner denied receiving this letter.

29. After leaving the apartment at the end of April 2015, Petitioner continued in the Section 8 program in another county and located another apartment to rent. On May 1, 2015, Paradise

One re-rented the apartment for \$800.00 to a non-Section 8 renter. The same tenant renewed the lease in 2016 for \$825.00.

30. As of the date of the final hearing, despite Ms. Simmons' representation to Petitioner that the Owners were selling the apartment, the unit remains unsold and is, in fact, being advertised for rental.

31. Based on the evidence and testimony presented at the final hearing, Petitioner did not demonstrate, by a preponderance of the evidence that Paradise One discriminated against her based on her religion in violation of the Florida Fair Housing Act.

CONCLUSIONS OF LAW

32. The Division of Administrative Hearings has jurisdiction over the parties and the subject matter of this proceeding pursuant to sections 120.569, 120.57(1), and 760.35(3)(b), Florida Statutes.

33. Petitioner claims that Paradise One discriminated against her in violation of Florida's Fair Housing Act (the "FHA"). The FHA is codified in sections 760.20 through 760.37 and makes it unlawful to discriminate against any person in connection with the rental of housing on the basis of religion. Section 760.23(1) specifically states:

It is unlawful to refuse to sell or rent after the making of a bona fide offer, to refuse to negotiate for the sale or rental of, or otherwise to make unavailable or deny a dwelling to any person because of race, color,

national origin, sex, handicap, familial status, or religion.

34. The FHA is patterned after the Federal Fair Housing Act found in 42 U.S.C. § 3601, et seq. Discrimination covered under the FHA is the same discrimination prohibited under the Federal Fair Housing Act. Savannah Club Worship Serv. v. Savannah Club Homeowners' Ass'n, 456 F. Supp. 2d 1223, 1224 n.1 (S.D. Fla. 2005); see also Bhogaita v. Altamonte Heights Condo. Ass'n, 765 F.3d 1277, 1285 (11th Cir. 2014) ("The [Federal Fair Housing Act] and the Florida Fair Housing Act are substantively identical, and therefore the same legal analysis applies to each."). Specifically regarding the subject matter of Petitioner's claim, the statutory language in section 760.23(1) is very similar to that found in its federal counterpart in 42 U.S.C. § 3604(a).^{5/}

35. Accordingly, federal case law involving housing discrimination is instructive in applying and interpreting the FHA. See Loren v. Sasser, 309 F.3d 1296, 1300 n.9 (11th Cir. 2002). When "a Florida statute is modeled after a federal law on the same subject, the Florida statute will take on the same constructions as placed on its federal prototype." Brand v. Fla. Power Corp., 633 So. 2d 504, 509 (Fla. 1st DCA 1994); see also Dornbach v. Holley, 854 So. 2d 211, 213 (Fla. 2d DCA 2002); Milsap v. Cornerstone Residential Mgmt., 2010 U.S. Dist. LEXIS 8031 (S.D. Fla. 2010); and Fla. Dep't of Cmty. Aff. v. Bryant, 586 So. 2d 1205 (Fla. 1st DCA 1991).

36. In cases involving a claim of housing discrimination, the burden of proof is on the complainant. § 760.34(5), Fla. Stat.; see also Sec'y, U.S. Dep't of Hous. & Urban Dev. ex rel. Herron v. Blackwell, 908 F.2d 864, 870 (11th Cir. 1990).

37. Discrimination may be proven by direct, statistical, or circumstantial evidence. Valenzuela v. GlobeGround N. Am., LLC., 18 So. 3d 17, 22 (Fla. 3d DCA 2009). Direct evidence is evidence that, if believed, would prove the existence of discriminatory intent behind the decision without any inference or presumption. Denney v. City of Albany, 247 F.3d 1172, 1182 (11th Cir. 2001); and Holifield v. Reno, 115 F.3d 1555, 1561 (11th Cir. 1997). Courts have held that "'only the most blatant remarks, whose intent could be nothing other than to discriminate . . .'" Damon v. Fleming Supermarkets of Fla., Inc., 196 F.3d 1354, 1358-59 (11th Cir. 1999) (citations omitted).

38. Petitioner presented no direct evidence of housing discrimination by Paradise One. No evidence shows that Paradise One prevented Petitioner from displaying her religious objects in the apartment or specifically denied Petitioner's request to renew her lease because of her religious beliefs. Ms. Simmons' comments about "witchcraft" and "voodoo" alone are not sufficiently "blatant" to establish that Paradise One refused to renew Petitioner's lease because she practiced Santeria.

39. When there is no direct evidence of discrimination, fair housing cases are analyzed under the three-part, burden-shifting framework set forth in McDonnell Douglas Corporation v. Green, 411 U.S. 792 (1973), and Texas Department of Community Affairs v. Burdine, 450 U.S. 248 (1981). See Blackwell, supra; Savannah Club Worship Serv., 456 F. Supp. 2d at 1231-32.

40. Under the three-part test, Petitioner has the initial burden of establishing, by a preponderance of the evidence, a prima facie case of unlawful discrimination. McDonnell Douglas, 411 U.S. at 802; Burdine, 450 U.S. at 252-253; Burke-Fowler v. Orange Cnty., 447 F.3d 1319, 1323 (11th Cir. 2006); Valenzuela, 18 So. 3d at 22. "The elements of a prima facie case are flexible and should be tailored, on a case-by-case basis, to differing factual circumstances." Fitzpatrick v. City of Atlanta, 2 F.3d 1112, 1123 (11th Cir. 1993).

41. To establish a prima facie case for housing discrimination under the FHA, Petitioner must prove: (1) that she is a member of a protected class (religious affiliation); (2) that she applied for and was qualified to rent the dwelling; (3) that Paradise One rejected her offer; and (4) that the dwelling remained available thereafter. See Blackwell, supra, and Selden Apartments v. HUD, 785 F.2d 152, 159 (6th Cir. 1986).

42. If Petitioner proves a prima facie case, she creates a presumption of discrimination. At that point, the burden shifts

to Paradise One to articulate a legitimate, nondiscriminatory reason for its actions. Burdine, 450 U.S. at 255; see also Blackwell, supra; Savannah Club Worship Serv., supra. The reason for Paradise One's decision should be clear, reasonably specific, and worthy of credence. See Dep't of Corr. v. Chandler, 582 So. 2d 1183, 1186 (Fla. 1st DCA 1991). The burden on Paradise One is one of production, not persuasion, to demonstrate to the finder of fact that its action as a rental housing provider was nondiscriminatory. See Wilson v. B/E Aerospace, Inc., 376 F.3d 1079, 1087 (11th Cir. 2004). This burden of production is "exceedingly light." Holifield, 115 F.3d at 1564.

43. Finally, if Paradise One meets its burden, the presumption of discrimination disappears. The burden then shifts back to Petitioner to prove that Paradise One's proffered reason was not the true reason but merely a "pretext" for discrimination. See Combs v. Plantation Patterns, 106 F.3d 1519, 1538 (11th Cir. 1997); and St. Mary's Honor Ctr. v. Hicks, 509 U.S. 502, 516-18 (1993).

44. In order to satisfy this final step in the process, Petitioner must show "either directly by persuading the court that a discriminatory reason more likely motivated the employer or indirectly by showing that the employer's proffered explanation is unworthy of credence." Burdine, 450 U.S. 248, 256, 101 S. Ct. 1089, 1095. The petitioner must prove that the reasons

articulated were false and that the discrimination was the real reason for the action. City of Miami v. Hervis, 65 So. 3d 1110, 1117 (Fla. 3d DCA 2011) (citing St. Mary's Honor Ctr., 509 U.S. at 515) ("[A] reason cannot be proved to be 'a pretext for discrimination' unless it is shown both that the reason was false, and that discrimination was the real reason.").

45. Despite the shifting burdens of proof, "the ultimate burden of persuading the trier of fact that the defendant intentionally discriminated against the plaintiff remains at all times with the plaintiff." Burdine, 450 U.S. at 253, 101 S. Ct. at 1089, 67 L. Ed. 2d 207; Valenzuela, 18 So. 3d at 22. The demonstration of pretext "merges with the plaintiff's ultimate burden of showing that the defendant intentionally discriminated against the plaintiff." Holifield, 115 F.3d 1555, 1565 (11th Cir. 1997).

46. Based on the evidence in the record, Petitioner established a prima facie case of discrimination under the FHA. First, Petitioner practices the Santeria religion. Therefore, Petitioner belongs to a class of persons who the FHA protects from unlawful discrimination because of religion.

47. Second, the facts show that, before her apartment lease term was over, Petitioner expressed her desire to Paradise One to renew her lease for a second year. (In fact, Petitioner first made her intent known before she actually moved into the apartment

when she asked Ms. Simmons for a two-year lease.) The evidence also supports a finding that Petitioner would have qualified under Section 8 to re-rent the apartment in May 2015.

48. Regarding the third and fourth prongs, the undisputed facts show that Paradise One declined Petitioner's request to renew her lease. Furthermore, immediately after Petitioner vacated the apartment, Paradise One rented the unit to another (non-Section 8) renter.

49. Despite Petitioner's demonstration of a prima facie case of housing discrimination, based on the evidence and testimony in the record, Paradise One met its burden of articulating a legitimate, nondiscriminatory reason for its actions not to renew Petitioner's lease to the apartment. Ms. Simmons credibly testified that Paradise One did not re-rent the unit to Petitioner based on two nondiscriminatory reasons. First, the Owners desired to lease the apartment to a tenant who would agree to pay a higher rent amount. Second, the Owners were concerned that leasing the apartment at the reduced Section 8 rental amount would harm their investment in the property. These two reasons sufficiently rebut the presumption of discrimination created by Petitioner's prima facie case.

50. Completing the McDonnell Douglas burden-shifting analysis, Petitioner did not prove, by a preponderance of the evidence, that Paradise One's stated reasons for not renewing her

lease were not its true reasons, but were merely a "pretext" for discrimination. The record in this proceeding does not support a finding or conclusion that Paradise One's proffered explanation for its decision was false or not worthy of credence.

51. The evidence demonstrates that the Owners desired to obtain the highest monetary return on their investment in the apartment--either through the sale or rental of the unit. The evidence also shows that the rental amount the Owners sought was higher than the amount they could receive through the Section 8 program. In 2014, the Owner's asking rental price was \$46 higher than Petitioner's Section 8 housing allowance. In 2015, after Petitioner left the apartment, Paradise One rented the unit for a higher lease than Section 8 represented it would approve (\$800 versus \$794). This conclusion is supported by documentary evidence evincing that, as early as January 2015, Paradise One had determined to sell the Owners' property or find a higher paying tenant. The undersigned also notes that Paradise One was under no legal obligation to rent the apartment to Petitioner beyond the first year.

52. Furthermore, Ms. Simmons credibly testified that the Section 8 reduced rental amount would negatively affect the value of the property because of the lower return the Owners or potential buyers could expect to earn on future rentals or sales. Consequently, the more persuasive evidence establishes that

Paradise One's stated reason for not renewing Petitioner's lease is not a "pretext" for discrimination against her practice of Santeria.

53. Notwithstanding the above conclusion, the undersigned does find that prior to Petitioner leaving the apartment, Ms. Simmons was both aware of and alarmed by Petitioner's practice of Santeria. Although Ms. Simmons denied making any disparaging remarks to Petitioner about Santeria or having any knowledge of her religion until the final month of her lease, both Petitioner and Ms. Pagan persuasively testified that Ms. Simmons made several comments associating Petitioner's activities with "witchcraft" and that Petitioner possessed suspicious, if not "demonic," objects in her dwelling. However, this testimony alone does not establish, by a preponderance of the evidence, that religious discrimination was the real reason Paradise One did not renew Petitioner's apartment lease.

54. For the reasons set forth herein, the evidence on record does not support Petitioner's claim that Paradise One discriminated against her because of her religion. Further, the evidence does not establish that Paradise One's stated reason for not renewing Petitioner's lease was a "pretext" for religious discrimination. Consequently, Petitioner did not meet her ultimate burden of showing that Paradise One intentionally discriminated against her in violation of the FHA.

RECOMMENDATION

Based on the foregoing Findings of Fact and Conclusions of Law, it is RECOMMENDED that the Florida Commission on Human Relations issue a final order finding that Respondent, Paradise One, did not commit a discriminatory housing practice against Petitioner, Yanira Santoni, and dismiss her Petition for Relief.

DONE AND ENTERED this 25th day of January, 2017, in Tallahassee, Leon County, Florida.



J. BRUCE CULPEPPER
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Filed with the Clerk of the
Division of Administrative Hearings
this 25th day of January, 2017.

ENDNOTES

^{1/} Unless otherwise stated, all statutory references are to the 2016 codification of the Florida Statutes.

^{2/} Section 8 does not approve of two-year or multiple-year leases. Further, under the terms of the Housing Assistance Payment Contract Paradise One agreed to with Section 8, the Owners were free to terminate the Section 8 lease agreement if a business or economic reason for termination existed, such as "sale of the property, renovation of the unit, or the Owner's desire to rent the unit for a higher rent."

^{3/} Petitioner did not identify or name the maintenance man who visited her apartment. At the final hearing, Paradise One offered the testimony of Jerome Gordon, a contractor who services air conditioning units for Paradise One. Mr. Gordon testified that he visited Petitioner's apartment on several occasions to repair her air conditioning unit. Mr. Gordon denied having any conversation with Ms. Simmons regarding items displayed in Petitioner's apartment or Petitioner's religious practice.

^{4/} Several months following the non-renewal of Petitioner's lease, a dispute arose between Petitioner and Paradise One as to the return of Petitioner's security deposit. On June 24, 2015, Ms. Simmons emailed Ms. Pagan that she refunded Petitioner's security deposit.

^{5/} The language in 42 U.S.C. § 3604 states that it shall be unlawful:

(a) To refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, color, religion, sex, familial status, or national origin.

(b) To discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, sex, familial status, or national origin.

COPIES FURNISHED:

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NOTICE OF RIGHT TO SUBMIT EXCEPTIONS

All parties have the right to submit written exceptions within 15 days from the date of this Recommended Order. Any exceptions to this Recommended Order should be filed with the agency that will issue the Final Order in this case.