STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

CHARLES AND ANDREA ABRAHAM,

Petitioners,

vs. Case No. 20-3800

SANDY COVE 3 ASSOCIATION, INC., ET. AL.,

Respondents.
_____/

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 (2020),[1] on January 19, 2021, by Zoom video conference, from Tallahassee, Florida.

APPEARANCES

For Petitioner: Robert Braland, Qualified Representative
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Lothian, Maryland 20711

For Respondent: Paul Edward Olah, Esquire
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STATEMENT OF THE ISSUE

Whether Petitioners, Charles and Andrea Abraham, were subject to a discriminatory housing practice by Respondent, Sandy Cove 3 Association, Inc., based on their national origin, in violation of Florida's Fair Housing Act.

[1] All statutory references are to Florida Statutes (2020), unless otherwise noted.

PRELIMINARY STATEMENT

On November 12, 2019, Petitioners filed a Housing Discrimination Complaint with the Florida Commission on Human Relations (the "Commission") alleging that Respondent, Sandy Cove 3 Association, Inc. (the "Association"), violated the Florida Fair Housing Act ("FHA") by discriminating against them, based on their national origin (Hungarian).

On August 11, 2020, the Commission issued a Notice of Determination notifying Petitioners that reasonable cause did not exist to believe that the Association committed a discriminatory housing practice.

On August 17, 2020, Petitioners filed a Petition for Relief with the Commission alleging a discriminatory housing practice. The Commission transmitted the Petition to the Division of Administrative Hearings to conduct a chapter 120 evidentiary hearing.

The final hearing was held on January 19, 2021. At the final hearing, Charles Abraham testified on behalf of Petitioners. Petitioners also offered the testimony of Robert DeForge. Petitioners' Exhibits 2, 8, 10, 13, and 27 through 30 were admitted into evidence. The Association offered the testimony of John Meuschke. Association Exhibits 1, 2, 5, 10, and 21 were admitted into evidence.

A court reporter recorded the final hearing. Neither party requested a transcript. At the close of the hearing, the parties were advised of a ten-day timeframe following the hearing to file post-hearing submittals. Both parties timely filed post-hearing submittals, which were duly considered in preparing this Recommended Order.

FINDINGS OF FACT

1. Sandy Cove 3 ("Sandy Cove") is a small development of condominiums located in Sarasota, Florida. Sandy Cove was built in 1973 and consists of 16 units. Sandy Cove is governed and operated by the Association.

2. Petitioners own a two-bedroom condominium in Sandy Cove. Petitioners purchased their unit (#220) in 2009. They primarily use their condominium as rental property. At the final hearing, Petitioner Charles Abraham testified that he and his wife, Andrea, reside primarily in Maryland and Hungary.

3. The focus of this dispute centers on a corkscrew of copper water pipes that runs from the top of the water heater in Petitioners' condominium into the primary water pipes within the unit's walls. This matter specifically concerns who should pay to replace these pipes. Each party believes that the other side should bear the costs. In their initial housing discrimination complaint filed with the Commission, Petitioners attribute the Association's refusal to replace the copper pipes in their condominium to discrimination based on their national origin (Hungarian).

4. At the final hearing, Mr. Abraham testified that, sometime in 2016, Petitioners noticed that the water pipes connected to their water heater were beginning to show ominous signs of age and wear. The bends and joints of several pipe sections had turned green and were developing a buildup of corrosion. Petitioners felt that the pipes were a "disaster" waiting to happen.

5. Mr. Abraham stated that initially he attempted to repair the pipes himself by applying glue to several connections. However, because he noticed a small amount of water leakage "from time to time," he believed that the pipes were in real danger of cracking or popping open.

6. In 2018, Petitioners turned to the Association for assistance in fixing the potential plumbing problem. On November 28, 2018, Petitioners wrote the Association requesting it to repair their pipes. Thereafter, according to

Mr. Abraham, the parties exchanged "around 100 emails" discussing how the pipes should be fixed, and who should pay for the repairs.

7. Eventually, in the summer of 2019, Sandy Cove management contacted Daniel's Plumbing Service to inspect Petitioners' plumbing situation. On July 29, 2019, a plumber from Daniel's Plumbing Service examined Petitioners' water heater and the pipes attached to it. Following his inspection, the plumber wrote on the service invoice:

> Arrived and found corrosion on copper adapters to water heater. Water heater is 30 gallon electric that is 19 years old. Water heater should be replaced. Relief valve is 1/2" which should be changed to 3/4". Gate valve to water heater is no good and also needs to be replaced. No leaks at this time.

The plumber then added:

> Notes-Dylan from management said to pick up-no further work is to be done at this time. He said work that is to be done is homeowners responsibility.

8. Mr. Abraham testified that, after the plumbing inspection, the Association informed him that the pipes located inside his condominium were his responsibility as the unit owner, not the Association's responsibility. Mr. Abraham declared that the Association has refused to pay to replace the copper pipes in his unit.

9. Mr. Abraham claimed that the Association's response was contrary to what he had seen and heard regarding the water pipes in other units. He insisted that the Association has paid to replace pipes for other condominium owners within Sandy Cove. Mr. Abraham specifically believed that in 2016, the Association repaired or replaced pipes with similar issues in units 115, 116, 117, 215, and 216.

10. To support his position, Mr. Abraham relayed that, in 2017, the Association collected a special assessment from every unit owner specifically

to cover the plumbing issues at Sandy Cove. Mr. Abraham recounted that he personally paid the Association $2,100. Consequently, Petitioners were quite frustrated that, after paying the Association several thousand dollars specifically for Sandy Cove plumbing problems, the Association refused his request for assistance to fix his own copper pipes.

11. Seeking to confirm the necessary repairs, Petitioners hired two additional plumbers to inspect the water pipes in their unit. A plumber from Michael Douglas Plumbers visited Petitioners' condominium on September 9, 2020, and documented the following:

> Proposal to replace copper piping in water heater closet (very corroded and recommend replacing)
>
> * * *
>
> All piping from wall to water heater to be in PEX with new ballvalves
>
> Water heater is 20 yrs old 30 gal low (30 amp breaker) recommended replacement.
>
> * * *
>
> Replacement will cost … $1511.76 … this price includes replacing pipes as well.

12. Petitioners also introduced the testimony of Robert DeForge, the current Operations Manager for Daniels Plumbing Service. Mr. DeForge was not the plumber who inspected Petitioners' water heater in July 2019. However, as a Master Plumber with over 30 years of plumbing experience, he credibly expounded on the description written on the July 29, 2019, invoice.

13. Mr. DeForge explained that copper pipes are no longer favored within the plumbing industry. Instead, the current industry standard is to use PVC pipes (polyvinyl chloride – a synthetic plastic) for cold water pipes and CPVC pipes for hot water (CPVC is designed to handle a hotter temperature range).

14. Regarding the status of Petitioners' pipes, Mr. DeForge confirmed that copper pipes can corrode over time. Following his review of a photograph of Petitioners' copper pipes and water heater, Mr. DeForge opined that the corrosion about which Petitioners complain did not result from a water leak, but is due to electrolysis from metal on metal contact (galvanized pipe to copper pipe). Mr. DeForge further remarked that corrosion can lead to water leaks, which will require the pipes to be replaced. At that point, if Petitioners are experiencing leaking pipes, Mr. DeForge would recommend that the current copper pipes be replaced with PVC/CPVC pipes.

15. Mr. DeForge also commented that a pipe replacement job would likely increase the size of the pipes connected to the water heater. The 1/2" copper pipes currently attached to Petitioners' water heater would be replaced with 3/4" PVC/CPVC pipes. Mr. DeForge added that the pipes could be replaced without having to displace Petitioners' current water heater. The procedure would require an adapter to connect the 3/4" PVC pipe to the 1/2" relief valve affixed atop the existing water heater.

16. Addressing the cost of the plumbing services to rectify the problem, Mr. DeForge testified that simply replacing the pipes above the water heater will cost about $150. To replace everything (new pipes and new water heater), the plumbing services would cost approximately $1,000 to $1,200.

17. Mr. Abraham expressed that Petitioners' ultimate goal is to have the Association pay to replaced the copper pipes in his unit. Regarding the water heater, Mr. Abraham stated that he understands that the old water heater is his responsibility as the unit owner. Therefore, Petitioners are prepared to bear that expense. That being said, Mr. Abraham asserts that the water heater is functioning perfectly fine at present. Therefore, the only problem that needs to be remedied at this moment is the condition of the aging copper pipes. In doing so, however, Mr. Abraham added that the current plumbing situation is complicated by the fact that, to install new PVC/CPVC pipes, the relief valve connecting the water heater to the (new) pipes should be replaced.

And, if the relief valve must be replaced, then Mr. Abraham asserts that the water heater should be replaced, as well. Mr. Abraham estimates that the entire service job will cost between $1,500 and $2,000.

18. John Meuschke testified on behalf of the Association. Mr. Meuschke currently serves as president of the Association's board of directors, a position he has held for over 11 years. He also owns a unit in Sandy Cove.

19. Mr. Meuschke stated that, generally, the Association assumes all financial responsibility for maintaining and repairing the "common elements" within Sandy Cove. Mr. Meuschke explained that the "common elements" consist of everything outside the individual condominium units. Conversely, the individual owners are responsible for the maintenance and repair costs for issues occurring inside their units' walls.

20. Regarding Petitioners' specific complaint, Mr. Meuschke recounted that the Association received Petitioners' 2018 correspondence regarding a water leak in their unit. Mr. Meuschke advised, however, that the Association declined to pay for the requested repairs because the copper pipes which Petitioners sought to replace were located inside Petitioners' unit, directly above the water heater to be precise. Accordingly, Mr. Meuschke contended that Petitioners were responsible for any costs associated with the pipes' repair or replacement.

21. Conversely, Mr. Meuschke stated that if the water pipes were leaking inside the walls that divide the separate units, the Association would have assumed financial responsibility for any plumbing costs. Because the inspection by Daniels Plumbing Service revealed, "no leaks at this time," however, Mr. Meuschke asserted that nothing indicated that the Association should pay for any repairs involving Petitioners' copper pipes. Further, replacing a unit's water heater is the sole responsibility of each condominium owner, because it too is located within the confines of an individual unit at Sandy Cove.

22. To support the Association's position, Mr. Meuschke referenced the Declaration of Condominium of Sandy Cove 3 (the "Declaration"). In determining who is financially responsible for repairs, Mr. Meuschke pointed to Article 6, entitled Maintenance, Alteration and Improvement, which provides:

> 6.2) By the Association. The Association shall maintain, repair and replace at the Association's expense:
>
> (a) All portions of a Unit, except interior surfaces, contributing to the support of the Unit, which portions shall include but not be limited to load-bearing columns and load-bearing walls.
>
> (b) All … plumbing, … and other facilities for the furnishing of utility services contained in the portions of a Unit maintained by the Association, and all such facilities contained within a Unit that service part or parts of the Condominium other than the Unit within which contained.
>
> * * *
>
> 6.3) By the Unit Owner. The responsibility of the Unit Owner shall be as follows:
>
> (a) To maintain, repair, and replace, at his expense, all portions of his Unit except portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other Unit Owners.
>
> * * *
>
> 6.5) Common Elements, By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association as a common expense.

Mr. Meuschke pithily explained that a unit owner owns everything from the paint on the Unit's walls inward, and the Association is responsible for everything from the walls out.

23. Mr. Meuschke also voiced that the Association collects a monthly assessment from each condominium owner in Sandy Cove. This money is designated for the Association's annual operating budget. The assessments also pay for the upkeep of the Sandy Cove "common elements," as well as any necessary repairs of the same.

24. Mr. Meuschke relayed that occasionally the Association imposes a special assessment against the unit owners to generate additional funds for the Association's operating budget. Pertinent to Petitioners' dispute, in March 2017, the Association levied an additional charge on all Sandy Cove condominiums. Mr. Meuschke confirmed that owners of one-bedroom units were assessed in the amount of $1,908, and two-bedroom units (including Petitioners) were tasked to pay an additional $2,100. The purpose of the Special Assessment was to replenish the Association's reserves, as well as pay for several unexpected plumbing issues.

25. Mr. Meuschke explained that these plumbing issues concerned the original cast iron pipes that ran within the walls between the units. Several of these pipes had deteriorated and burst causing a number of active leaks. Because the cast iron pipes were not located inside the individual units, the Association considered them "common elements" and assumed the repair/replacement costs as an Association responsibility. None of the special assessment funds, however, were designated for repairs to Petitioners' unit or to pipes inside any other unit.

26. To conclude, Mr. Meuschke steadfastly refuted Petitioners' allegation that the Association's decision regarding Petitioners' request for plumbing repairs was unfair. He specifically rejected Petitioners' claim that the Association took any action against Petitioners, or denied them services, based on their national origin. On the contrary, Mr. Meuschke asserted that

the Association would have made the same decision regarding any unit owners' request to replace the copper pipes above the water heater located inside the boundaries of their condominium. Mr. Meuschke maintained that the Association's common and consistent practice has been to only pay to repair plumbing issues located in the Sandy Cove "common elements." Mr. Meuschke maintained that the Association has never paid to replace pipes or repair plumbing problems that have occurred inside an individual unit. Instead, the unit owner has always been responsible for that repair or maintenance activity. Petitioners offered no evidence to prove otherwise.

27. Based on the competent substantial evidence in the record, the preponderance of the evidence does not establish that the Association discriminated against Petitioners based on their national origin. Accordingly, Petitioners failed to meet their burden of proving that the Association committed unlawful discrimination in violation of the FHA.

CONCLUSIONS OF LAW

28. The Division of Administrative Hearings has jurisdiction over the parties and subject matter of this cause pursuant to sections 120.569, 120.57(1), and 760.35(3)(b), Florida Statutes. *See also* Fla. Admin. Code R. 60Y-4.016.

29. Petitioners bring this action alleging that the Association discriminated against them in violation of the FHA. Petitioners specifically assert that the Association treated them differently based on their national origin (Hungarian).

30. The FHA is codified in sections 760.20 through 760.37 and makes it unlawful to discriminate against any person in the provision of services in connection with a dwelling because of national origin. Section 760.23 specifically states, in pertinent part:

> (2) It is unlawful 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, national origin, sex, disability, familial status, or religion.

31. 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. *Savanna Club Worship Serv. v. Savanna Club Homeowners' Ass'n*, 456 F. Supp. 2d 1223, 1224 n.1 (S.D. Fla. 2005); *see also Loren v. Sasser*, 309 F.3d 1296, 1300 n.9 (11th Cir. 2002); and *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."). Accordingly, federal case law involving housing discrimination is instructive in applying and interpreting the FHA. *Dornbach v. Holley*, 854 So. 2d 211, 213 (Fla. 2d DCA 2002).

32. Specifically regarding the subject matter of Petitioners' claim, the statutory language in section 760.23 is very similar to that found in its federal counterpart in 42 U.S.C. § 3604(b).[2]

33. To establish a claim under the FHA, 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); and *Dep't of Banking & Fin., Div. of Sec. & Investor Prot. v. Osborne Stern & Co.*, 670 So. 2d 932, 935 (Fla. 1996)("The general rule is that a party asserting the affirmative of an issue has the burden of presenting evidence as to that issue.").

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[2] The pertinent language in 42 U.S.C. § 3604 makes it unlawful:

> (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.

34. The preponderance of the evidence standard is applicable to this matter. § 120.57(1)(j), Fla. Stat.

35. Discrimination may be proven through 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); *see also 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 ...' will constitute direct evidence of discrimination." *Damon v. Fleming Supermarkets of Fla., Inc.*, 196 F.3d 1354, 1358-59 (11th Cir. 1999). In contrast, "[e]vidence that only suggests discrimination or that is subject to more than one interpretation does not constitute direct evidence." *Saweress v. Ivey*, 354 F. Supp. 3d 1288, 1301 (M.D. Fla. 2019).

36. Petitioners presented no direct evidence of housing discrimination by the Association. No evidence and testimony establish, without any inference, that the Association intentionally refused to assume the cost of the plumbing repairs in Petitioners' condominium because of Petitioners' national origin.

37. Where 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*, 908 F.2d at 870; and *Savanna Club*, 456 F. Supp. 2d at 1231-32.

38. Under this three-part test, Petitioners have 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; *Burke-Fowler v. Orange Cty.*, 447 F.3d 1319, 1323 (11th Cir. 2006); and *Valenzuela*, 18 So. 3d at 22.

39. Adapted to the facts in this case, for Petitioners to establish a prima facie case of housing discrimination based on their national origin, they must prove that: (1) they are an aggrieved party; (2) they suffered an injury because of the alleged discrimination; and (3) based on their national origin, they were denied the provision of services protected by the FHA, which were available to other homeowners. *Savanna Club*, 456 F. Supp. 2d at 1232.

40. Demonstrating a prima facie case is not difficult, but only requires Petitioners "to establish facts adequate to permit an inference of discrimination." *Holifield*, 115 F.3d at 1562. However, the failure to satisfy any of the prima facie elements is fatal to a discrimination complaint, and the factfinder is not required to continue under the burden-shifting framework or reach the issue of pretext. *Mitchell v. Young*, -- So.3d --, 45 Fla. L. Weekly D2194 (Fla. 1st DCA Dec. 14, 2020); *Higdon v. Jackson*, 393 F.3d 1211, 1219 (11th Cir. 2004).

41. If Petitioners prove a prima facie case, they create a presumption of discrimination. At that point, the burden shifts to the Association to articulate a legitimate, nondiscriminatory reason for its actions. *Burdine*, 450 U.S. at 255; *see also Blackwell*, 908 F.2d at 870; *Savanna Club*, 456 F. Supp. 2d at 1231-32. The reason for the Association'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 the Association is one of production, not persuasion, to demonstrate to the factfinder that its action was nondiscriminatory. *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.

42. Finally, if the Association meets its burden, the presumption of discrimination disappears. The burden then shifts back to Petitioners to prove that the Association's proffered reason was not its true reason but merely a "pretext" for discrimination. *Combs v. Plantation Patterns*, 106 F.3d 1519, 1538 (11th Cir. 1997); *Valenzuela*, 18 So. 3d at 25.

43. In order to satisfy this final step in the process, Petitioners must show "either directly by persuading the court that a discriminatory reason more likely motivated [the Association] or indirectly by showing that [the Association's] proffered explanation is unworthy of credence." *Burdine*, 450 U.S. 248, 256, 101 S. Ct. 1089, 1095. Petitioners 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. v. Hicks*, 509 U.S. 502, 515, 113 S. Ct. 2742, 2751 (1993), 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.").

44. Despite the shifting burdens of proof, "the ultimate burden of persuading the trier of fact that the [Respondents] intentionally discriminated against the [Petitioners] remains at all times with the [Petitioners]." *Burdine*, 450 U.S. at 253; *Valenzuela*, 18 So. 3d at 22.

45. Turning to the facts found in this matter, Petitioners did not meet their burden of proving that the Association discriminated against them based on their national origin. In terms of Petitioners' prima facie case, Petitioners satisfactorily established the first two prongs. Petitioners proved that they are an "aggrieved party" in that the Association denied their request to bear the costs of replacing the copper pipes in their unit. Petitioners also demonstrated that they suffered an injury in that they have incurred expenses in their efforts to address their plumbing issues. Petitioners also established that the pipes in their unit are degrading and will need to be replaced in the future.

46. Regarding the third prong, however, Petitioners' discrimination claim must fail because they have not sufficiently shown that the reason the Association refused to pay for their plumbing repairs was based on their national origin. The evidence in the record does not contain the circumstantial evidence necessary to support Petitioners' allegations that the

Association denied their request to replace their copper pipes because they are from the country of Hungary. Neither the witness testimony elicited, nor the documentary evidence produced, demonstrates that the Association made any decisions or declined to take any action based on Petitioners' country of origin.

47. Moreover, even assuming *arguendo* that Petitioners proved a prima facie case of discrimination based on Petitioners' national origin, the Association articulated a legitimate non-discriminatory reason for the adverse action about which Petitioners complain. As discussed above, the Association's burden to refute Petitioners' prima facie case is light. The Association met this burden by providing credible testimony that the Association determined that the copper pipes at issue were not a "common element" for which the Association is responsible. On the contrary, because the necessary repairs will occur within the boundaries of Petitioners' condominium, the Association (Mr. Meuschke) persuasively argued that the pipes are Petitioners' responsibility, as the unit owners, to maintain or replace.[3] Mr. Meuschke further cogently testified that the Association has not provided the specific plumbing services Petitioners seek to other unit owners in Sandy Cove.

48. Completing the *McDonnell Douglas* burden-shifting analysis, Petitioners did not prove that the Association's stated reason for refusing to replace Petitioners' copper pipes was not its true reason, but was merely a "pretext" for unlawful discrimination based on their national origin. The evidentiary record does not support a finding or conclusion that the Association's explanation was false, implausible, inconsistent, or not worthy of credence. As persuasively attested by Mr. Meuschke, the Association's decision not to pay to fix Petitioners' plumbing problem was based on its

[3] Further, Mr. DeForge credibly testified that the (green) corrosion which Mr. Abraham described resulted from the metal on metal contact in the pipes situated above the water heater, not from a possible water leak in the pipes running through the walls of Petitioners' unit (i.e., the "common elements").

determination that the copper pipes Petitioners desire to replace are not the Association's financial responsibility. Mr. Meuschke credibly asserted that the Association's actions were based on its governing policy that the individual owners of Sandy Cove condominiums are responsible for repairing the pipes and fixtures located inside their units, not the fact that Petitioners are from Hungary. Mr. Meuschke's testimony is supported by the language in the Association's Declaration detailing the Association's obligation to only maintain the "common elements."

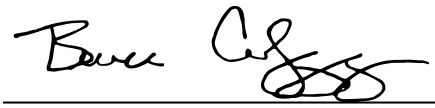
49. In sum, Petitioners' FHA complaint consists of a broad assertion that the Association's decision was based on Petitioners' national origin. The evidence and testimony adduced during the final hearing, however, does not, either directly or circumstantially, link Petitioners' frustration with actual discrimination.[4] On the contrary, the Association presented a credible and persuasive explanation for its position that the copper pipes at issue are Petitioners' responsibility as the unit owners. No evidence shows that the Association was motivated to take some action against Petitioners based on a discriminatory animus. Consequently, Petitioners failed to meet their ultimate burden of proving that the Association committed a discriminatory housing practice.

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 determining that Respondent, Sandy Cove 3 Association, Inc., did not commit a discriminatory housing practice against Petitioners and dismissing their Petition for Relief.

[4] *See, e.g., Gooden v. Internal Rev. Serv.*, 679 Fed. Appx. 958, 966 (11th Cir. 2017)("[G]eneral allegations, based on mere speculation and hunches, in no way establish that any alleged [discriminatory activity] was race-, gender-, or disability based.").

DONE AND ENTERED this 10th day of February, 2021, in Tallahassee, Leon County, Florida.



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Filed with the Clerk of the
Division of Administrative Hearings
this 10th day of February, 2021.

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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.