

“No Ultrasound – No Lease” and “Show me your scar” - Discrimination in Affordable Housing in Broward County

Expecting her third child, a Miramar mother living at Sorrento Apartments received a notice that her apartment was going to be subject to pest control services and an inspection. The following day, her apartment was entered by a pest control person and a Sorrento leasing consultant, and after this, Sorrento’s assistant manager called her and asked if she was pregnant. The mother responded that she was. Sorrento’s assistant manager stated that she should have let them know that she was pregnant in her application, that she had to check a box, and that she was required to show them a letter from her doctor and an ultrasound picture at the time of the tenancy.

According to the mother, the assistant manager knew that she was pregnant and neither ultrasound nor doctor’s note was requested at the start of the lease. Soon thereafter, on January 11, 2018, Sorrento sent a Notice of Non-Renewal of Lease Agreement, and as grounds, indicated that she violated the Accuracy of Information on Application and Questionnaire and Future Requests for Information sections of her lease agreement.

On March 13, 2018, HOPE conducted a fair housing test of the property. The tester was asked how many people would be living in the apartment. She indicated that she and her five-year-old would be living in the unit and she was pregnant. The leasing consultant asked when she was due and listed the materials required to apply. The leasing agent added, in her own handwriting, an ultrasound picture and doctor’s note verifying pregnancy to the pre-printed apartment application requirement list.

On March 19, 2018, a tester was sent to Monterra Apartments, the sister property to Sorrento, to determine if there were any apartments available. When asked who would be living there, the tester replied, “me, I have a 5-year-old daughter, and I’m pregnant now.” The tester was told that she would need to get a picture of a sonogram and a letter from her doctor with her estimated due date. Testing of Sorrento also revealed the discriminatory national origin requirements of an original social security card for all adults and children, as well as automatic disqualification for all arrests (regardless of conviction).

Following the filing and media coverage of the federal lawsuit, HOPE was contacted by three additional families. A pair of sisters and their children were leasing at Sorrento, and one of the sisters was pregnant. Although the child was unborn, Sorrento’s assistant manager advised the sisters that they could not renew the lease because Sorrento

“counts heartbeats per room”, and the new addition would exceed the number of people allowed per room. Further, they would not be allowed to transfer into a three-bedroom unit nor would not they be able to rent at Sorrento’s “sister properties” after receiving the non-renewal.

Another family, a mother and her three children, moved into Sorrento in August of 2016. The mother was five months pregnant at the time. Management knew that she was



pregnant and neither ultrasound nor doctor’s note was requested at the start of the lease. In September 2016, the mother called in a maintenance request for her broken clothes washer. The maintenance supervisor came into the unit, and the following day she received a call from the assistant manager who asked her if she was pregnant. She told him that she was, and the assistant manager said that her lease would not be renewed

because she did not disclose her pregnancy when she completed her application. Immediately after giving birth, the mother received written notice that her lease was not going to be renewed.

The last family, a couple and their new baby, live in Monterra Apartments. The couple requested to be transferred to a two bedroom, as they were pregnant. The mother-to-be was required to produce a copy of her sonogram and the estimated due date in a letter from her doctor to “prove a third person will be there.” She produced the information, but Monterra’s assistant property manager denied the request to move to a two bedroom and advised that a child under two does not require their own bedroom.

These additional families joined the initial lawsuit. All parties are represented by attorney Matthew Dietz and have alleged that the defendants violated the Fair Housing Amendments Act with their discriminatory requirements and materials based on national origin, race, gender and having children.

Show me your scar

On April 22, 2017, Horace Parker suffered a heart attack and was hospitalized, and two weeks later, Horace Parker had open heart triple by-pass surgery. While Mr. Parker was in the hospital, his niece, Stephanie Wheeler, cleaned up his one bedroom apartment at Sorrento in preparation of his returning home from the hospital, and in preparation of his needing care. At this time, Assistant Manager, Jose Galindo came into

Mr. Parker's home for an inspection and saw Ms. Wheeler in Mr. Parker's home and questioned her presence in her uncle's home.

Ms. Wheeler advised Mr. Galindo that Mr. Parker was in the hospital and she was cleaning his home, and Mr. Galindo advised her that she had to be on the lease, and then proceeded to ask to speak with Mr. Parker. Mr. Galindo called Mr. Parker in the hospital while he was recovering from open heart surgery, and asked to see him when he returned, as it was urgent.

When he was discharged from the hospital, Mr. Parker went straight to the rental office at Sorrento and met with Mr. Galindo. Mr. Galindo advised Mr. Parker that Ms. Wheeler could not stay in the apartment. Mr. Galindo requested proof that Ms. Wheeler was Mr. Parker's caretaker. Mr. Parker asked that if Mr. Galindo did not believe him, did he want to see his scar. In response, Mr. Galindo said that yes, he would like to see his scar.

Mr. Parker was shocked and tired, and unbuttoned his shirt and showed him his swollen incision from his triple by-pass surgery. Notwithstanding this demonstration, that was not enough, and Mr. Galindo requested written authorization from Mr. Parker's doctor. Even after he obtained the doctor's letter, Mr. Galindo just said that the letter from the doctor was insufficient.

From May 23, 2017, until Mr. Parker was forced to vacate the unit on September 3, 2017, SORRENTO and Mr. Galindo consistently complained about Mr. Parker and his unit, which included constantly demand that Mr. Parker register Ms. Wheeler as a tenant and pay an application fee for her, blaming Ms. Wheeler for spills or other incidents in which she was not involved; constantly complaining when Mr. Parker would have his family over to his home and accused him of having his family live with him; and inspecting the packages that Mr. Parker would receive and claim that Ms. Wheeler was living with him. 35. Mr. Galindo would call Mr. Parker when he was at doctors and in dialysis to complain about his tenancy, and would demand that Mr. Parker come into the office, where he would be scolded by Mr. Galindo.

Finally, at the end of August, Mr. Galindo called Mr. Parker at dialysis and advised him that he was receiving a seven day notice of termination for traffic in and out of his apartment. As a result of receiving this verbal notice of termination, and due to the constant harassment of Mr. Parker while he was attempting to convalesce, Mr. Parker



moved from Sorrento on September 3, 2017 and he now lives with his sister and lost his independence and housing opportunity.