
RICARDO MORAN, Complainant, v. TOWER MANAGEMENT SERVICES, L.P., Respondent.	CONSENT ORDER
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THIS MATTER was commenced on April 22, 2010, when Ricardo Moran (“Complainant”) filed a verified complaint with the New Jersey Division on Civil Rights (“DCR”), alleging that Tower Management Services, L.P. (“Respondent”), refused to rent him an available apartment because of his disability and reliance on a Section 8 Housing Choice Voucher, in violation of the New Jersey Law Against Discrimination (“LAD”), N.J.S.A. 10:5-1 to -49.

WHEREAS, Respondent is a real estate operating company which owns approximately 18 apartment communities located in New Jersey; and

WHEREAS, Respondent manages a 237-unit apartment complex in Bergenfield, New Jersey, known as Ivy Lane Apartments (“Ivy Lane”); and

WHEREAS, Complainant visited Ivy Lane to inquire about a one-bedroom apartment listed for rent at \$995 per month; and

WHEREAS, Complainant alleged in his complaint that he was approved for a housing voucher under the Housing Choice Section 8 program that would have paid a significant portion of the rent directly to the landlord; and

WHEREAS, Complaint further alleged that Respondent informed him at the time of his visit that Respondent had a minimum income requirement of \$33,000 per year for a one-bedroom apartment; and

WHEREAS, Complainant left Ivy Lane without completing a rental application; and

WHEREAS, pursuant to N.J.S.A. 10:5-12(g), it is unlawful for any person to refuse to rent real property to a prospective tenant because of source of lawful income, including a Section 8 housing voucher, to be used for rent; and

WHEREAS, Complainant alleged that Respondent's minimum income requirement of \$33,000 per year excluded him from relying on a Section 8 voucher, and thus constituted unlawful "source of income" discrimination under the LAD; and

WHEREAS, minimum income requirements and other income-based criteria may have a disparate impact on Section 8 recipients because Section 8 recipients generally must have very low incomes in order to qualify for the program to begin with; and

WHEREAS, DCR's review found that the Section 8 program determines what percentage of monthly income a voucher recipient will pay to rent, and requires that voucher recipients pay an absolute maximum of 40% of their monthly income to rent, in order to ensure the voucher recipient will be able to consistently pay her portion of the rent while meeting her other basic needs; and

WHEREAS, Respondent denied Complainant's allegations of discrimination in their entirety; and

WHEREAS, the Division conducted an investigation of the allegations and on June 18, 2019, issued a finding of probable cause as to the allegations of discrimination based on a source of lawful income only and found no probable cause as to the allegations of discrimination based on disability; and

WHEREAS, the parties engaged in conciliation efforts; and

WHEREAS, it is now the intention of the parties to amicably settle, compromise, and resolve in good faith, the differences and disputes that exist or may exist between them; and

IT IS, THEREFORE, ON THIS 20th DAY OF October 2020, ORDERED AND

AGREED AS FOLLOWS:

LAD COMPLIANCE AND POLICY

1. Respondent agrees that all policies and decisions affecting persons seeking housing or the continuance of housing in any apartment or building owned, operated, managed or otherwise controlled by Respondent in New Jersey shall comply in full with the LAD. Respondent agrees not to implement any policy or carry out any act that has the purpose or effect of discriminating against any person because of race, creed, color, national origin, ancestry, marital status, civil union status, domestic partnership status, pregnancy or breastfeeding, sex, gender identity or expression, affectional or sexual orientation, familial status, disability, liability for service in the Armed Forces of the United States, nationality, or source of lawful income used for rental payments.

2. Within thirty (30) days of the date this Consent Order is fully executed, Respondent agrees to provide verification to the Division of a written nondiscrimination policy (the "Policy") reflecting the agreement herein to comply with all provisions of the LAD and applicable to any real property or any other apartment owned, operated, managed or otherwise controlled by Respondent in New Jersey ("New Jersey Property"). Respondents will deliver a copy of the Policy to counsel for the Division, Deputy Attorney General Geoffrey R. Gersten, New Jersey Department of Law & Public Safety, 124 Halsey Street, P.O. Box 45029, Newark, New Jersey 07101.

3. The Policy will state that Respondent accepts rental assistance, including Section 8 vouchers, Temporary Rental Assistance (TRA), and COVID-19 rental assistance. The Policy may be amended in the future to reflect any new rental assistance program or change in name of any now existing rental assistance program.

4. Within the Policy (or as an attached addendum thereto), the Respondent will have specific provisions relating to applicants seeking to use rental assistance, including Section 8 vouchers, that will state that Respondents:

- a. Will perform an individualized assessment of each applicant;
- b. Will not reject an applicant because he/she was receiving rental assistance, including Section 8 vouchers;
- c. In considering an applicant's other credit factors, will not consider any other credit factors that are affected by, or scored in part based on an applicant's income;
- d. Will evaluate the affordability of an apartment based on the tenant's portion of the rent (after the governmental assistance agency provides such financial information prior to the processing of the tenant's application) after the payment of any rental assistance;
- e. Will not categorically reject an applicant because a landlord-tenant action not resulting in a judgment of eviction was filed against him/her;
- f. Will give an applicant, two business days, to provide information and documents explaining or mitigating a landlord-tenant action that the Respondent will consider when determining whether to lease to an applicant with a prior landlord-tenant action, which resulted or did not result in a judgment of eviction;
- g. Will not consider a judgment of eviction dated more than four calendar years prior to the date the applicant completes any building specific tenant application;
- h. Will consider applicants that would otherwise be considered to have insufficient or negative credit.

5. The Policy will include a statement that any person who believes a violation of the LAD has occurred may contact the New Jersey Division on Civil Rights at 866-405-3050 or 973-

648-2700 or online at www.NJCivilRights.gov.

6. Respondent will make the Policy available to its current tenants as it would other building notice and information.

7. Respondent agrees and acknowledges that the Policy applies to any processes conducted by Respondent as well as any information received from third parties reviewing or conducting background or tenant checks on behalf of Respondent. Respondent further agrees not to adopt any criteria as part of a third party background check that is inconsistent with the LAD or this agreement. Respondent will take specific steps to ensure that any rental report gives appropriate consideration to the factors set forth in paragraph 4 or excludes their consideration as applicable.

TRAINING

8. Within 90 days of the date this Consent Order is fully executed, Respondent agrees to arrange for Barbara Perry and all property managers and leasing agents to receive training on the Policy. The training will focus on LAD compliance and ensuring that all tenancy decisions are made in a non-discriminatory manner. The trainings will include a component dedicated to the consideration of applicants seeking to use rental assistance, including Section 8 vouchers, and will address the factors set forth in paragraph 4. Notice of the training session (or each session if more than one is necessary) and a copy of the training materials to be used shall be submitted at least ten (10) days in advance of each session to Deputy Attorney General Geoffrey R. Gersten, New Jersey Department of Law & Public Safety, 124 Halsey Street, 5th Floor, Newark, New Jersey 07101, Newark, New Jersey 07102.

9. Each employee of Respondent who attends or completes the training described above will sign an acknowledgment form, indicating that he or she attended or completed the

training in its entirety. A copy of the signed acknowledgment form will be retained by Respondent.

MONETARY PAYMENT TO COMPLAINANT

10. Respondents will pay to Complainant Ricardo Moran the total sum of thirty thousand dollars (\$30,000.00) in full resolution of the Verified Complaint and the allegations therein of unlawful discrimination. Within 15 days of the effective date of this agreement, Respondent will deliver a check or money order in the amount of \$30,000.00, made payable to “Ricardo Moran,” to counsel for the Division, Deputy Attorney General Geoffrey R. Gersten, New Jersey Department of Law & Public Safety, 124 Halsey Street, P.O. Box 45029, Newark, New Jersey 07101, and include a cover letter referencing “Moran v. Tower Management, DCR Docket No. HB52WR-61415”;

11. Upon full execution of this Consent Order, Respondents are liable for the full amount of \$30,000.00. This Agreement may be enforced as a judgment against Respondents for the full amount of \$30,000.00 plus interest and the costs of enforcement if payment is not made within the time set forth herein.

GENERAL PROVISIONS

12. Nothing in this Consent Order shall in any manner be construed to limit or affect the rights of any persons, other than the parties to this Consent Order, who may have a claim against Respondent or any individual or entity involved in this matter.

13. The parties to this Consent Order acknowledge that for the purpose of enforcement, New Jersey law shall govern the terms and provisions herein.

14. As used in this Consent Order, the plural shall include the singular and the singular shall include the plural. In addition, “or” and “and” shall be interpreted conjunctively.

15. The parties to this Consent Order represent that a person authorized to sign a

document legally binding each party to its terms has signed this Consent Order with full knowledge, understanding, and acceptance of its terms.

16. This document constitutes the entire agreement between the Director, Complainant, and Respondent, with respect to its subject matter. Any addition, deletion, or change to this Consent Order must be in writing and signed by all parties to be bound by such addition, deletion, or change.

17. The parties to this Consent Order have negotiated and fully reviewed its terms. Uncertainty or ambiguity shall not, therefore, be construed against the drafter.

18. This Consent Order is executed in settlement of the allegations made against Respondents in the above-captioned matter and shall not be construed to otherwise limit the authority of the New Jersey Attorney General or the Director of the New Jersey Division on Civil Rights to protect the interests of the State of New Jersey or the people of the State of New Jersey.

19. If any portion of this Consent Order is held invalid or unenforceable by operation of law, the remaining terms of this Agreement shall not be affected.

20. This Consent Order shall be binding upon the parties to the Agreement. In no event shall assignment of any right, power or authority avoid compliance with the terms of this Consent Order.

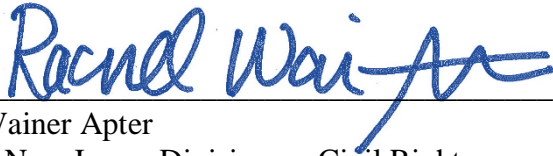
21. This Order is effective immediately upon its entry and shall remain in effect for two years from the date of its entry.

22. In the event that Respondents default on any provision of this Consent Order, Respondents consent to the entry of this agreement in New Jersey Superior Court for the purpose of enforcement.

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23. Any signature required for the entry of this Consent Order may be executed in counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same agreement.

NEW JERSEY DIVISION ON CIVIL RIGHTS:



Rachel Wainer Apter
Director, New Jersey Division on Civil Rights

Dated:

RESPONDENT TOWER MANAGEMENT:

Signature: _____

Print name: _____

Title: _____

Dated:

COMPLAINANT RICARDO MORAN:

Signature: _____

Dated:

23. Any signature required for the entry of this Consent Order may be executed in counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same agreement.

NEW JERSEY DIVISION ON CIVIL RIGHTS:

Rachel Wainer Apter
Director, New Jersey Division on Civil Rights

Dated:

RESPONDENT TOWER MANAGEMENT:

Signature: _____

Print name: _____

Title: _____

Dated:

COMPLAINANT RICARDO MORAN:

Signature: Ricardo Moran

Dated: October 16, 2020


23. Any signature required for the entry of this Consent Order may be executed in counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same agreement.

NEW JERSEY DIVISION ON CIVIL RIGHTS:

Rachel Wainer Apter
Director, New Jersey Division on Civil Rights

Dated:

RESPONDENT TOWER MANAGEMENT:

Signature:  _____

Print name: David Dublifer

Title: V.P.

Dated: 10.19.2020

COMPLAINANT RICARDO MORAN:

Signature: _____

Dated: