

**STATE OF NEW JERSEY**

**DEPARTMENT OF LAW & PUBLIC SAFETY  
DIVISION ON CIVIL RIGHTS**

**In the matter of  
Tenant Turner, Inc.**

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**Administrative Action  
ASSURANCE OF VOLUNTARY  
COMPLIANCE**

This Assurance of Voluntary Compliance is voluntarily entered into between the New Jersey Division on Civil Rights (DCR), which is charged with enforcing the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 to -49 (the LAD), and Tenant Turner, Inc. (Tenant Turner or Respondent), an entity incorporated in Virginia with advertisements for New Jersey properties posted on its website.

WHEREAS, the New Jersey Legislature created the New Jersey Division on Civil Rights (DCR) nearly seventy-five years ago to enforce the New Jersey Law Against Discrimination (LAD) and to “prevent and eliminate discrimination” in the State of New Jersey. N.J.S.A. 10:5-6.

WHEREAS, the LAD prohibits discrimination in housing, employment, and places of public accommodation on the basis of race, religion, gender, sexual orientation, gender identity or expression, national origin, disability, and other protected characteristics. N.J.S.A. 10:5-12. Specifically, the LAD prohibits discrimination by property owners, real-estate agents, and other housing providers based on a prospective tenant’s source of lawful income. N.J.S.A. 10:5-12(g)(1)-(2) & (h)(1)-(2); *see, e.g., Franklin Tower One, LLC v. N.M.*, 157 N.J. 602, 618-23 (1999); *Bell v. Tower Management*, No. A-3165-08, 2010 WL 2346651 (App. Div. April 26, 2010). Sources of lawful income include subsidies or vouchers provided by federal, state, or local rental-assistance programs, including Section 8 housing choice vouchers, SRAP (State Rental Assistance Program), and TRA (temporary rental assistance).

WHEREAS, the LAD also prohibits posting or causing to be posted any advertisement for the rental of any real property “which expresses, directly or indirectly, any limitation, specification or discrimination as to . . . source of lawful income used for rental . . . payments.” N.J.S.A. 10:5-12(g)(3) & (h)(3). The New Jersey Supreme Court has recognized that discrimination on the basis of source of income is particularly harmful because it impacts some of New Jersey’s most vulnerable residents. *Franklin Tower One*, 157 N.J. at 605-06.

WHEREAS, DCR opened an inquiry based on its receipt of information that Tenant Turner was operating a website where users had published discriminatory advertisements. DCR review of Tenant Turner’s website revealed that between July 10, 2018 and October 1, 2019, the website hosted at least 35 advertisements that were in violation of the LAD. All of the discriminatory limitations in those advertisements were similarly phrased and included the statement “[t]his property is not available for tenants with . . . section 8.” Further investigation revealed that when creating a profile and listing a property on [TenantTurner.com](http://TenantTurner.com), users were required to answer a series of questions, including “Consider leads with a government housing voucher?” If a user posting an

advertisement answered this question in the negative, Tenant Turner’s website automatically added a limitation to the property listing stating that the property was not available to tenants using Section 8 vouchers. A list of the offending advertisements, the dates on which they were posted, and the statements in violation is attached as Addendum 1. Respondent acknowledges that the 35 advertisements were posted on its website as listed in Addendum 1.

WHEREAS, DCR considers Tenant Turner’s actions to be in violation of the LAD’s prohibition of housing discrimination on the basis of source of lawful income and the LAD’s prohibition of housing advertisements expressing a preference, limitation or discrimination as to source of lawful income;

WHEREAS, upon being informed of this, Tenant Turner has taken a number of measures to prevent the posting of unlawful advertisements on its website, including removing the mechanism that created restrictions regarding tenants using Section 8 vouchers, eliminating discriminatory specifications in housing advertisements for properties in New Jersey, and removing the drop-down search filter regarding housing vouchers from the website entirely; and

WHEREAS, Tenant Turner would like to conclude this matter without the need for further investigative or enforcement action, and the parties having consented to this Assurance of Voluntary Compliance (the Agreement);

NOW THEREFORE, it is AGREED as follows:

1. *Removing Questions.* Tenant Turner has informed DCR that it has already removed the “Consider leads with a government housing voucher” question from its website. Tenant Turner will maintain this change on its website for all New Jersey properties going forward.
2. *Removing Search Filter.* Tenant Turner has informed DCR that it has already removed the drop-down search filter on its website regarding whether housing providers accept housing vouchers. Tenant Turner will maintain this change on its website for all New Jersey properties going forward.
3. *Revised Policy and Practice.* Tenant Turner hereby agrees that, in compliance with N.J.S.A. 10:5-12(g)(3), it will not cause to be posted any advertisements for housing in New Jersey that expresses any limitation, specification or discrimination as to 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 or mortgage payments, including, but not limited to, vouchers or subsidies issued under any federal, state, or local rental assistance program.
4. *Training.* Tenant Turner agrees that DCR will provide training on federal and New Jersey fair housing protections to all Tenant Turner employees by way of a webinar within ninety [90] days of the full execution of this Agreement. Such training will include, but not be limited to, information on source of income discrimination and will be approximately [1] hour long.

*Penalty.* Tenant Turner hereby agrees to remit a payment in lieu of penalty in the amount of \$ \$2,500, which will be submitted to DCR within seven (7) days in the form of a check made payable to “Treasurer, State of New Jersey” and mailed to:

New Jersey Division on Civil Rights  
Central Regional Office  
140 E. Front St., 6<sup>th</sup> Floor  
P.O. Box 089  
Trenton, NJ 08625-0089  
Attn: Lisa Haws

Tenant Turner acknowledges that this payment in lieu of penalty addresses only the subject matter of this Agreement, up through the date of the execution of this Agreement, and does not affect the rights of any person or entity who is not a party to this Agreement.

5. *Screening and Flagging.* Tenant Turner has begun to create a process by which DCR and users can flag listings on its website if they appear to violate the LAD’s restrictions under N.J.S.A. 10:5-12(g) & (h) on housing discrimination. Tenant Turner will complete this process and will consider creating a screening process so that it can more effectively detect, track, prevent, and remove online advertisements that state any limitation on Section 8 vouchers and other forms of state and local housing assistance.
6. *Educational Content.* Tenant Turner will provide fair housing content on its website, including specific information on the LAD and source of lawful income discrimination. DCR will assist Tenant Turner in making these changes and provide Tenant Turner with suggested language as necessary. Tenant Turner will prominently place a link to the content on the webpage that users access in order to post rental advertisements for New Jersey properties. The content will contain language similar to the following: “Please be advised that the New Jersey Law Against Discrimination prohibits discrimination in housing, and prohibits housing advertisements or listings that express any discrimination or limitation based on race, national origin, religion, gender, disability, family status, sexual orientation, gender identity or expression, and source of lawful income, including Section 8 housing choice vouchers, SRAP (State Rental Assistance Programs), and TRA (temporary rental assistance).” The content will also include a direct link to information about the LAD, such as the DCR Fact Sheet on Discrimination in Housing, <https://www.nj.gov/oag/dcr/downloads/fact-Housing-General.pdf>.
7. *Terms of Use.* Tenant Turner will update its Customer Terms of Use to specifically state that landlords and property managers should comply with all applicable federal, state, and local fair housing laws.
8. *No Approval.* This Agreement is entered into by the parties for settlement purposes only. Neither the fact of this Agreement nor any provision contained herein shall constitute an approval, sanction, or authorization by any governmental unit of the State of any act or practice of Respondent. Tenant Turner does not admit or deny any wrong doing and is entering into this Agreement in order to resolve this matter without entering into litigation. This Agreement may not be used for any purpose other than that as

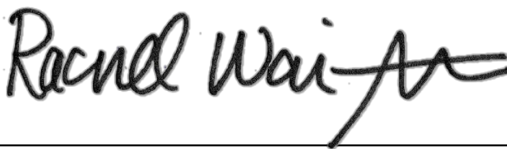
contemplated hereunder, and may not be introduced as evidence of wrongdoing against Tenant Turner in this or any other matter.

9. *Authorized Representative.* Each party represents and warrants that the Agreement has been signed by an authorized representative of the party with full knowledge, understanding, and acceptance of its terms and that the representative has done so with authority to legally bind the party.
10. *Liability.* Except as provided in this Agreement, no provision herein shall be construed as relieving Respondent of its obligations to comply with all local, state, and federal laws, regulations, or rules, as now constituted or as may hereafter be amended; or as granting permission to engage in any acts or practices prohibited by any such laws, regulations, or rules; or limiting any right that DCR may otherwise have to obtain information, documents or testimony from Respondent or to accept and/or investigate any other complaints against Respondent.
11. Once executed, this Agreement shall operate as a complete and final disposition of this matter.
12. The parties shall have the authority to enforce the provisions of this Agreement in court.
13. This Agreement is entered into by each party freely and voluntarily and with full knowledge and understanding of the obligations and duties imposed by this Agreement.
14. The parties consent to the form, content, and entry of this Agreement on the dates beside their respective signatures (below).

  
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TENANT TURNER, INC.

6/9/2020  
\_\_\_\_\_  
DATE

By: James Barrett, CEO  
(Name, Title)

  
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NEW JERSEY DIVISION ON CIVIL RIGHTS  
By: Rachel Wainer Apter, Director

06/15/2020  
\_\_\_\_\_  
DATE