

**IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION**

EQUAL RIGHTS CENTER,

PLAINTIFF,

v.

**BELMONT CROSSING APARTMENTS,
LLC, ET AL.,**

DEFENDANTS.

CIVIL ACTION NO: 2017 CA 003774 B

JUDGE JOHN M. CAMPBELL

ORDER GRANTING PLAINTIFF’S MOTION FOR SUMMARY JUDGMENT

Before the Court is Plaintiff Equal Rights Center’s Opposed Motion for Summary Judgment. This action arises out of Plaintiff’s allegation that Defendants Belmont Crossing Apartments, LLC (“Belmont”), Sanford Capital, LLC (“Sanford”), and Oakmont Management Group, LLC (“Oakmont”) violated the D.C. Human Rights Act (“DCHRA”) by unlawfully refusing prospective tenants who sought to rent available units at Belmont Crossing Apartments using temporary subsidies to offset their rent and security deposit payments.

A party moving for summary judgment bears the burden of showing that there are no material factual disputes and that the party is entitled to judgment as a matter of law. A motion for summary judgment must be granted if, taking all inferences in the light most favorable to the nonmoving party, a reasonable juror, acting reasonably, could not find for the nonmoving party, under the appropriate burden of proof. *Woodfield v. Providence Hosp.*, 779 A.2d 933, 936-37 (D.C. 2001); *Nader v. de Toledano*, 408 A.2d 31, 42 (D.C. 1979), *cert. denied*, 444 U.S. 1078

(1980). For the reasons detailed below, Plaintiff’s Motion for Summary Judgment is granted against defendants Belmont and Oakmont.¹

D.C. Code §2-1402.21(a), which is part of the DCHRA, makes it unlawful to “refuse or fail to initiate or conduct any transaction in real property” if such a practice is “wholly or partially for a discriminatory reason based on the actual or perceived . . . source of income . . . of any individual.” There is no serious dispute that “source of income” includes housing assistance, such as housing vouchers and housing subsidies. *See* D.C. Code §2-1402.21(e)(defining monetary assistance from Section 8 of the United States Housing Act of 1937 as a source of income); *see also Feemster v. BSA Ltd. Partnership*, 548 F.3d 1063 (D.C. Cir. 2008)(observing that monetary assistance under Section 8 of the United States Housing Act is a source of income for purposes of §2-1402.21); D.C. Office of Human Rights Guidance No. 19-01 (identifying short-term and long-term as an individual’s source of income).

There is no rational argument, moreover, that the statute would explicitly include Section 8 vouchers, yet not cover other kinds of housing vouchers or housing subsidies. As the D.C. Circuit noted in *Feemster*, subsection (e) of the statute makes Section 8 vouchers the “paradigm case” for the source-of-income provision, 548 F.3d at 1070; it would make no sense to suppose that this illustrative use was meant to limit “source of income” only to Section 8 vouchers. Similarly, in this regard, there is no rational distinction for source-of-income purposes between short and long-term vouchers. Vouchers are vouchers, regardless of source or duration. A voucher provides “income” to a tenant for paying rent, and is treated as a “source” of such income within the meaning of the DCHRA.

¹ By separate order, the Court has granted Defendant Sanford’s Motion for Summary Judgment. Accordingly, “defendants” for purposes of this order refers to Belmont and Oakmont.

The plaintiff has clearly established, through uncontradicted evidence, that defendants implemented a policy to refuse to rent to potential tenants who sought to use short-term vouchers as a source of rental payments. First, an e-mail from Oakmont’s CEO and President, John Noel, to Oakmont employees responsible for managing Belmont Crossing Apartments stated, “[e]ffective immediately, any property managed under Oakmont Management Group, LLC will no longer be accepting or approving applicant [sic] with having [sic] Housing or agency temporary or short-term vouchers.” This is a plain and unmistakable statement of company policy. Second, a Belmont Crossing Apartments leasing agent refused to accept a Veteran Families subsidy from a prospective tenant whom Belmont Crossing Apartments had already pre-approved. Third, defendants’ representative told plaintiff’s tester that they do not “accept short term subsidies at all.” Against this evidence, the fact that defendants do rent to tenants holding vouchers spanning over one year merely underscores the operative fact – short-term vouchers are categorically refused, as a matter of company policy.

Defendants argue that they should escape liability because the plaintiff cannot show that the defendants had a bad or discriminatory motive for their actions. They contend that their motive was a pure business determination that they would accept long-term but not short-term vouchers, and that therefore they lacked any discriminatory animus. This argument misses the point. As the D.C. Circuit ruled in *Feemster*, interpreting the DCHRA in analogous circumstances involving Section 8 vouchers, “when a policy is ‘discriminatory on its face,’ the defendant’s motive is irrelevant.” 548 F.30 at 1070. As the court explained,

Since September 2004, [defendant] has refused to accept Section 8 voucher payments from its tenants Just as it would constitute a facial violation of Title VII to discriminate in leasing on the basis of the renter’s race - regardless of whether the landlord professed a “benign” motive for so doing - it is a facial violation of the Human Rights Act to discriminate on the basis of the renter’s source of income.


Here, as in *Feemster*, defendants have facially discriminated on the source of income by declaring their refusal to accept short-term vouchers.

Accordingly, it is this 22nd day of October, 2018, hereby

ORDERED, that the Motion is **GRANTED** against Defendant Oakmont Management Group, LLC and Defendant Belmont Crossing Apartments, LLC; and it is further

ORDERED, that the Motion is **DENIED** against Defendant Sanford Capital, LLC; and it is further

ORDERED, that Defendants Belmont Crossing Apartments, LLC, Sanford Capital, LLC and Oakmont Management Group, LLC's Opposed Motion for Summary Judgment is **DENIED**.



John M. Campbell
Associate Judge

Copies to:

Timothy P. Gallivan, Esq.
Paul C. Varnado, Esq.
Brook Hill, Esq.
Catherine Cone, Esq.
Brian G. Busey, Esq.
David M. Hornstein, Esq.
Justin M. Flint, Esq.
Channing L. Shor, Esq.
Via CaseFileXpress