City of Chicago
COMMISSION ON HUMAN RELATIONS
740 N. Sedgwick, 4th Floor, Chicago, IL 60654
(312) 744-4111 [Voice], (312) 744-1081 [Facsimile], (312) 744-1088 [TTY]

IN THE MATTER OF:	
Aloma Morales **Complainant,** **v.**	**Case No.:** 18-H-51 **Date of Ruling:** July 11, 2019
Becovic Management Group **Respondent.**	

FINAL RULING ON LIABILITY AND RELIEF

I. INTRODUCTION

Complainant Aloma Morales ("Complainant") filed a complaint of housing discrimination with the Commission on Human Relations against Respondent Becovic Management Group ("Respondent" or "Becovic Management") on June 29, 2018. Complainant alleged that Respondent failed to rent an apartment to her based on her source of income in violation of Section 5-8-030 of the Chicago Fair Housing Ordinance ("CFHO"). Respondent did not comply with Section 210.200 of the Commission's Regulations by failing to file and serve a Verified Response. On August 14, 2018, the Commission mailed to Respondent an Order to Respond and Notice of Potential Default. On October 19, 2018, and November 20, 2018, Commission staff hand-delivered and then mailed Respondent an Order to Respond and Notice of Potential Default. Respondent failed to file and serve a response in this matter. On December 19, 2018, the Commission then entered an Order of Default, which was amended on January 14, 2019. Respondent did not seek to vacate the default and has never responded to any notice or order regarding this case.

The Order of Default means that Respondent is deemed to have admitted the allegations of the Complaint and to have waived any defenses to the allegations including defenses concerning the Complaint's sufficiency. As further set forth in Commission Regulation 235.320[1], an administrative hearing is held only to allow Complainant to establish a *prima facie* case and to establish the nature and amount of relief to be awarded. Complainant could rely on her Complaint to establish her *prima facie* case or present additional evidence. Respondent was notified that it could not contest the sufficiency of the complaint or present any evidence in defense, but could present evidence as to whether the relief sought by Complainant was reasonable and supported by the evidence provided by Complainant.

An administrative hearing was held on April 5, 2019. Complainant appeared at the hearing with her son and a cousin, who all testified. Respondent failed to appear, although it was served with notice of the hearing.[2] [Order dated March 13, 2019].

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[1] The Order of Default and Amended Order of Default both referenced CCHR Reg. 215.240 but there currently is no such regulation number. The correct regulation is CCHR Reg. 235.320.

[2] The following abbreviations will be used throughout this Recommended Decision. "Tr." means the transcript of the Administrative Hearing. "Comm. Ex." means Commission Exhibit.

On June 7, 2019, the hearing officer issued his Recommended Ruling on Liability and Relief. No objections were filed.

II. FINDINGS OF FACT

1. Complainant Aloma Morales currently lives in Chicago, Illinois. [Tr. at p. 52; Order of Hearing Officer, dated Feb. 27, 2019]. She has been on Supplemental Security Income ("SSI") for a number of years, including when she applied to live at 7736 N. Ashland on December 27, 2017. [Tr. at p. 41, 51 and Comm. Ex. 3 (Application to Becovic Management to rent an apartment at that address) at p. 1].

2. Complainant is a Black Hispanic woman, and at the time she applied to lease an apartment from Becovic Management, she was a Chicago Housing Authority ("CHA") Housing Choice (or Section 8) Voucher holder. [Tr. at p. 7, 21; Comm. Ex. 1(CCHR Complaint) at p. 2, ¶1; Comm. Ex. 3 at p.1; Comm. Ex. 5 (CHA Notice of Denial for Leasing Re: Participation in Housing Choice Voucher Program)].

3. On December 27, 2017, Complainant called Becovic Management Company and inquired about a one bedroom apartment located at 7736 N. Ashland Avenue in Chicago, the Rogers Park neighborhood.[3] The leasing agent on the phone inquired about Complainant's credit score, stating that a credit score of 630 was required in order to gain approval for the apartment. Complainant confirmed that her credit score was above 630, actually 684. [Tr. at p. 8-9; Comm. Ex. 1 at p. 2, ¶2].

4. Complainant and her daughter saw the apartment at 7736 N. Ashland on December 27, 2017, and spoke to Megan, a leasing agent with Becovic Management, who affirmatively answered Complainant's question about whether they accepted Section 8 vouchers. Complainant completed an application, indicating that she was a Section 8 Voucher holder, tendered a $50 check to Becovic Management for a background check, and provided Megan with a list of Section 8 requirements for an inspection. [Tr. at p. 9-14; Comm. Ex. 1 at p. 2, ¶3,4; Comm. Ex. 2-4 (Comm. Ex. 4 is copies of receipts to Complainant and her son)].

5. On January 12, 2018, Becovic Management informed Complainant that she needed to have a co-signer. Complainant's son, Keith, served as the co-signer and paid a $50 fee. [Tr. at p. 14-15; Comm. Ex.1 at p. 2, ¶6; Comm. Ex. 4].

6. After the paperwork had been submitted to Becovic Management by Complainant, she did not hear from them regarding her application to rent the apartment, so she called and spoke to someone there and then re-sent paperwork by e-mail to the CHA around January 19, 2018. [Tr. at p. 15-17; Comm. Ex. 1, at p. 2, ¶7].

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[3] While the Complaint states that the call and application occurred on December 26, 2017, Complainant said it was on December 27, 2017, which is consistent with the date on the application [Tr. at p. 8; Comm. Ex. 2 at p. 2,¶2; Comm. Ex. 3].

7. From January 19, 2018, to February 26, 2018, Complainant heard nothing from Becovic Management about her lease application even though she was told by the CHA that it had received paperwork from Becovic Management. During that time, Complainant called Becovic Management and left messages, but no one contacted her. [Tr. at p. 17, Comm. Ex. 1 at p. 2, ¶8-9].

8. On February 26, 2018, Complainant was informed by the CHA that Becovic Management had failed the CHA inspection. She then followed up with Becovic Management by telephone, and was informed that they knew which documents were missing but Kenny, her primary contact with Becovic Management, could not send the documents without a manager's approval. [Tr. at p. 17-18; Comm. Ex. 1 at p. 2, ¶10-1].

9. On or about March 2, 2018, Complainant called the CHA and was informed that her case had received an inspection identification number and that the inspection would be conducted on March 8, 2018. [Tr. at p. 18; Comm. Ex. 1 at p. 2,¶12].

10. On March 18, 2018, Complainant learned from the CHA that the apartment had failed the CHA inspection because it did not have a gas stove and there was a hole in the porch. No repairs were made by Becovic Management. Additionally, Becovic Management did not return Complainant's telephone calls inquiring about the status of her application. Becovic Management was aware of the Section 8 inspection requirements because she provided a document containing these requirements in writing when she initially viewed the apartment. [Tr. at p. 18-19; Comm. Ex. 1 at p. 3¶13]. There is no legitimate basis that has been put forth as to why Becovic Management did not provide the necessary documents to the CHA and then had a CHA inspection for a unit that had no stove and a damaged porch.

11. Complainant also checked race as a basis of discrimination on her CCHR Complaint. [Comm. Ex. 1 at p. 1]. She based that claim on the way Megan looked at her when she was applying to lease an apartment at 7736 N. Ashland from Becovic Management and asked Complainant what Becovic Management was supposed to do with the Section 8 guidelines for inspections. [Tr. at p. 19-21; Comm. Ex. 2]. Complainant acknowledged that there were multiple units in the building, but could not say whether any of them were rented to Black or Hispanic tenants. Complainant also saw a Hispanic woman cleaning the place, but did not know if she lived there. [Tr. at p. 21-22].

12. Prior to September 2017, Complainant lived in a condominium unit at 6301 N. Sheridan in Chicago, Illinois for 13 years with her Section 8 voucher. That apartment was in the Rogers Park neighborhood, the northern most part of Chicago near Lake Michigan. Complainant's doctor and hospital were nearby. She had to move out of that unit in September 2017 because the unit was sold. [Tr. at p. 32-33; Comm. Ex. 2].

13. Complainant looked at a condominium unit in September 2017, but due to things she did not fully comprehend, Complainant knew she was not going to get that unit. That was not upsetting to her. [Tr. at p. 24, 30]. During this time, Complainant began living with her son in the 2200 block of S. Keller (upon review of a map, it is clear that 2200 S. Keeler in Chicago is a significant distance from 6301 N. Sheridan and 7736 N. Ashland.) [Tr. at p. 27, 32, 43].

14. At the time Complainant applied to rent and apartment in the 7736 N. Ashland building either owned or managed by Becovic Management, she was confident that she would get the unit given her long time as a tenant in the North Sheridan condominium unit, her

understanding of her credit score as being significantly above what Becovic Management required, and the fact that she had a Section 8 voucher, which meant that the bulk of her rent would be paid for by the CHA. The hearing officer found that Complainant's confidence was legitimate. [Tr. at p. 27, 29-30; Comm. Ex. 2].

15. When Complainant began living with her son and his male roommate in what was apparently a two bedroom apartment, she thought it was going to be a temporary living arrangement, due to her confidence in getting the apartment at 7736 N. Ashland, owned or managed by Becovic Management. [Tr. at p. 27].

16. From February 2018, the time when Becovic Management was cited by the CHA for failing to provide necessary documents to enable Complainant's approval for her Section 8 lease, until November 2018, Complainant had to store her belongings in a storage facility because there was no room for those belongings in her son's apartment. The cost incurred during that period was $1,116. [Tr. at p. 25-27; Comm. Ex. 6].

17. The denial of the unit at 7736 N. Ashland by Becovic Management was extremely upsetting to Complainant at least until she was able to find and rent an apartment in November 2018, 11 months after she had applied to Becovic Management at the end of December 2017. She had severe headaches, lost 27 pounds in weight, was living in an unfamiliar place far from her neighborhood, doctor and hospital. Complainant was humiliated in having to live with her son and his male roommate until June 2018, and then being essentially homeless (although she stayed at a niece's apartment that she was apparently not allowed to lawfully live in). During this time, Complainant was living very far away from the Rogers Park neighborhood, the area she had lived in for a long time. She continues to have depression. [Tr. at p. 27, 32-36, 43, 45-51; Comm. Ex. 2].

18. Brenda Barr from Evanston-Rogers Park Health Center has been Complainant's licensed clinical social worker[4] for over 15 years due to Complainant's depression. [Comm. Ex. 8 (Letter from Brenda Barr, LCSW, dated April 4, 2019)]. In her letter,[5] Ms. Barr recounted that

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[4] To become a licensed clinical social worker in Illinois, a person must be of good moral character, demonstrated to the satisfaction of the Illinois Department of Financial and Professional Regulation that subsequent to securing a master's degree in social work from an approved program, the applicant has successfully completed at least 3,000 hours of satisfactory, supervised clinical professional experience; or demonstrates to the satisfaction of the Department of Financial and Professional Regulation that such applicant has received a doctor's degree in social work from an approved program and has completed at least 2,000 hours of satisfactory, supervised clinical professional experience subsequent to the degree; and has passed the examination for the practice of clinical social work as authorized by the Department. 225 ILCS 20/9(3)(a). A licensed clinical social worker is defined by 225 ILCS 20/3(4) as a person who holds a license authorizing the independent practice of clinical social work in Illinois under the auspices of an employer or in private practice or under the auspices of public human service agencies or private, nonprofit agencies providing publicly sponsored human services.

[5] At the hearing, the hearing officer admitted Ms. Barr's letter to Complainant but stated it would be admitted on a limited basis because it is a hearsay document not based on sworn testimony. The hearing officer indicated that the letter would be admissible to the extent that it is confirming the testimony sworn to as to Complainant's condition. [Tr. at p. 38]. After the hearing, the hearing officer determined that based on CCHR case law, his decision was too limiting. See *Akanghe v. 1428 W. Fargo Condominium Assoc.*, CCHR No. 91-FHO-7-5595 (Mar. 25, 1992); see also *Cotten v. La Luce Restaurant*, CCHR No. 08-P-34 at 12 (Apr. 21, 2010). However, Ms. Barr's letter in this case reflects a 15 year history treating Complainant. Given Ms. Barr's credentials and her long history in treating Complainant, the hearing

she had seen Complainant for almost 15 years for both individual and group counseling. Ms. Barr indicated that Complainant suffered from depression for almost 15 years and had attended her women's support group since 2006. She stated that Complainant had been doing well prior to her tenancy at the condominium unit ending in September 2017, and her depression was in remission. Ms. Barr said that after not getting the unit managed by Becovic Management, Complainant's mental status worsened significantly. Ms. Barr stated further in Comm. Ex. 8:

> She began to isolate herself from everyone. Some of this was explained by the fact that she had to live far out in the suburbs, however, she stopped answering the phone or responding to messages. She became distrustful. Ms. Morales did not come to the group on a regular basis and she seemed disconnected and not as aware of the passage of time. Ms. Morales no longer smiled or laughed as she did previously....After this experience the depression caused her to feel tired all the time.

III. CONCLUSIONS OF LAW AND DISCUSSION

Section 5-8-030 of the Chicago Fair Housing Ordinance provides in relevant part as follows:

> It shall be an unfair housing practice and unlawful for any owner, lessee, sublessee, assignee, managing agent, or other person, firm or corporation having the right to sell, rent, lease, or sublease any housing accommodation, within the City of Chicago, or any agent of any of these, or any real estate broker licensed as such:
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> > C. To refuse to sell, lease or rent any real estate for residential purposes within the City of Chicago because of the race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income of the proposed buyer or renter.

"To establish a *prima facie* case for intentional housing discrimination under the indirect method, Complainant must establish: (1) she is a member of a protected class covered by the Ordinance; (2) the Respondent was aware that Complainant was a member of the protected class; (3) Complainant was ready and able to rent the property at issue; and (4) Complainant was not allowed to rent the property." *Pierce and Parker v. New Jerusalem Christian Development Corp., et al.*, CCHR No. 07-H-12/13, at 5 (Feb. 16, 2011); *Gardner v. Ojo*, CCHR No. 10-H-50, at 10 (Dec. 19, 2012). "The Commission has held that source of income discrimination includes discrimination because of income received from the Section 8 program or other governmental sources." *Pierce, supra*, at 5, citing *Rankin v. 6954 N. Sheridan Inc., et al.*, CCHR No. 08-H-49 (Aug. 18, 2010).

Under Commission Regulation 235.320, Respondent is deemed to have admitted the allegations of Complainant's Complaint and to have waived any defenses to the allegations, including defenses concerning the Complaint's sufficiency. The administrative hearing was held to allow Complainant, through her Complaint and other evidence, to establish a *prima facie* case

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officer credited Ms. Barr's letter, except to the extent that she references the views or statements of others. [Comm. Ex. 8].

and to establish the nature and amount of relief to be awarded. *Hall v. Woodgett*, CCHR No. 13-H-51 (Nov. 5, 2015).

A. A *Prima Facie* Case of Housing Discrimination Based on Source of Income Has Been Proven Against Respondent

Because a default judgment was entered against Respondent, Complainant need only establish a *prima facie* case of discrimination to prevail on her claims. Complainant has proven a *prima facie* case of source of income discrimination under the indirect method in that she was a member of a protected class as a Section 8 recipient; based on her application, Respondent was aware that Complainant was a Section 8 recipient; she was ready and willing to rent the property and she was not allow to rent it. See Findings of Fact #1, 3-10.

B. A *Prima Facie* Case of Housing Discrimination Based on Race Has Not Been Proven Against Respondent

The standard for proving intentional race discrimination through the indirect method is the same as discrimination based on source of income with the obvious exception that the complainant must prove that she is a member of a certain race and that Respondent knew about it. See *Gardner*, *supra*, at 10. The only reference to race in the Complaint is the checking of the "race" box on the front page. In addition, at the end of the Complaint, it states, "[t]he conduct constitutes discrimination based on source of income in violation of the Chicago Fair Housing Ordinance..." but makes no mention that the conduct constituted race discrimination. [Comm. Ex. 1 at p.3, ¶14]. Combined with the paucity of evidence about race discrimination offered at the administrative hearing, the mere checking of the box on the front of the complaint is too insufficient to state a claim of race discrimination. See *Freeman v. Chapman and Cutler et al.*, CCHR No. 97-E-130 (Sep. 8, 1997).

IV. REMEDIES

Upon determining that a violation of the Chicago Fair Housing Ordinance or the Chicago Human Rights Ordinance has occurred, the Commission may award relief as set forth in Section 2-120-510(1) of the Chicago Municipal Code:

> [T]o order such relief as may be appropriate under the circumstances determined in the hearing. Relief may include but is not limited to an order: ...to pay actual damages, as reasonably determined by the Commission, for injury or loss suffered by the complainant; to pay appropriate punitive damages when the respondent acted with actual malice, willfully, or with such gross negligence as to indicate a wanton disregard of the complainant's rights, as reasonably determined by the Commission; ...[and] to take such action as may be necessary to make the individual complainant whole, including, but not limited to, awards of interest on the complainant's actual damages and backpay from the date of the civil rights violation. These remedies shall be cumulative, and in addition to any fines imposed for violation of provisions of Chapters 2-160 and 5-8.

It is Complainant's burden to prove by a preponderance of the evidence that he or she is entitled to the damages claimed. See, e.g., *Carter v. CV Snack Shop*, CCHR No. 98-PA-3, (Nov. 18, 1998).

A. Out-of-Pocket Losses

The Commission has long held that a complainant may recover damages for out-of-pocket losses even without written documentation of such damages as long as the complainant can testify to the amount of damages with certainty. *Montelongo v. Azapira*, CCHR No. 09-H-23, at 5 (Feb. 15, 2013)(citing cases); see also *Puryear v. Hank*, CCHR No. 98-H-139, at 5-6 (Sept. 15, 1999) (same, and awarding reimbursement to complainant for credit check and application fees based upon her testimony).

In this case, Complainant presented evidence that she incurred out-of-pocket expenses on account of Respondent's discriminatory conduct. Complainant and her son each paid a $50 to Becovic Management as an application fee and co-signer fee. Findings of Fact #4-5. Complainant also had to store her possessions in a storage facility for nine months after she was denied the apartment at 7736 N. Ashland. That cost was $1,116. Findings of Fact #16. The Commission finds that due to the discriminatory conduct of Becovic Management, Complainant is awarded $100 for the application and co-signer fees, and $1,116 for storage fee costs, for a total of $1,216.

B. Emotional Distress Damages

It is well established that the compensatory damages which may be awarded by the Commission may include damages for embarrassment, humiliation, and emotional distress caused by discrimination. *Nash & Demby v. Sallas Realty et al.*, CCHR No. 92-H-128, (May 17, 1995), citing *Gould v. Rozdilsky*, CCHR No. 92-FHO-25-5610 (May 4, 1992). Such damages may be inferred from the circumstances of the case as well as proved by testimony. *Id.*; see also *Campbell v. Brown and Dearborn Parkway*, CCHR No. 92-FHO-18-5630 (Dec. 16, 1992); *Hoskins v. Campbell*, CCHR No. 01-H-101 (Apr. 6, 2003); *Marable v. Walker*, 704 F.2d 1219, 1220 (11th Cir. 1983); and *Gore v. Turner*, 563 F.2d 159, 164 (5th Cir. 1977).

The amount of the award for emotional distress depends on several factors, including but not limited to the vulnerability of the complainant, the egregiousness of the discrimination, the severity of the mental distress, and whether it was accompanied by physical manifestations and/or medical or psychiatric treatment, and the duration of the discriminatory conduct and the effect of the distress. See, e.g., *Draft v. Jerich*, CCHR No. 05-H-20, at 4 (July 16, 2008).

In this case, the emotional harm and humiliation suffered by Complainant was severe and significant until she found her own housing in November 2018. As of September 2017, Complainant used her Section 8 voucher to live in a condominium unit on the north side of Chicago for 13 years and she had a strong attachment to that area. Findings of Fact #12. While Complainant started living with her son before she applied to Becovic Management for the apartment at 7736 N. Ashland, she expected that to be temporary. Instead this arrangement lasted an additional five months after she applied to Becovic Management on December 27, 2017. Findings of Fact #1, 12-15. Living with her son meant that Complainant was also living with his roommate, a man she did not know. Then, Complainant was essentially homeless from June 2018, until November 2018. All of this caused great humiliation and embarrassment for Complainant. She lost 27 pounds, suffered bad headaches, and her depression worsened. Findings of Fact #14-18.

While there is no evidence that Complainant was subjected to epithets or other malicious conduct, except for being given the runaround by Becovic Management for three months, she was very vulnerable in not having a place to live, and she clearly suffered significant consequences. Based on all of this, the hearing officer determined that an award of $10,000 for emotional distress is warranted in this case. See *Pierce and Parker v. New Jerusalem Christian Development Corp., et al.*, CCHR No. 07-H-12/13, at 13-15 (Feb. 16, 2011); (awarding emotional distress damages of $20,000 to each complainant); *Sercye v. Reppen & Wilson*, CCHR No. 08-H-42 (Oct. 21, 2009)(awarding emotional distress damages of $15,000). Accordingly, the Commission adopts the hearing officer's recommended award of $10,000.

C. Punitive Damages

Punitive damages are appropriate when a respondent's action is shown to be a product of evil motives or intent or when it involves a reckless or callous indifference to the protected rights of others. *Houck v. Inner City Horticultural Foundation, supra*, quoting *Smith v. Wade*, 461 U.S. 30, 56 (1983), a case under 42 U.S.C. §1983. See also *Blacher v. Eugene Washington Youth & Family Svcs.*, CCHR No. 95-E-261 (Aug. 19, 1998), stating, "the purpose of an award of punitive damages in these kinds of cases is 'to punish [the respondent] for his outrageous conduct and to deter him and others like him from similar conduct in the future.'" See also Restatement (Second) of Torts §908(1) (1979).

In determining the amount of punitive damages to be awarded, the "size and profitability [of the respondent] are factors that normally should be considered." *Soria v. Kern*, CCHR No. 95-H-13, at 17 (July 18, 1996), quoting *Ordon v. Al-Rahman Animal Hospital*, CCHR No. 92-E-139, at 18 (July 22, 1993). However, "neither Complainants nor the Commission have the burden of proving Respondent's net worth for purposes of...deciding on a specific punitive damages award." *Soria, supra* at 17, quoting *Collins & Ali v. Magdenovski*, CCHR No. 91-H-70, at 13 (Sept. 16, 1992). Further, "If Respondent fails to produce credible evidence mitigating against the assessment of punitive damages, the penalty may be imposed without consideration of his/her financial circumstances." *Soria, supra*, at 17.

In considering how much to award in punitive damages where they are appropriate, the Commission also looks to a respondent's history of discrimination, any attempts to cover up the conduct, and the respondent's attitude towards the adjudication process including whether the respondent disregarded the Commission's procedures. *Brennan v. Zeeman*, CCHR No. 00-H-5 (Feb. 19, 2003), quoting *Huff v. American Mgmt. & Rental Svc.*, CCHR No. 97-H-187 (Jan. 20, 1999). In housing cases, where actual damages are often not high, punitive damages may be particularly necessary to ensure a meaningful deterrent." *Id.*

As noted in *Rankin v. 6954 N. Sheridan Inc., et al., supra*, the prohibition against source of income discrimination in the CFHO has been in effect for quite some time, yet this form of discrimination has continued. Here, Respondent gave Complainant the runaround for three months regarding the status of her application. Findings of Fact #3-10. Additionally, Respondent failed to participate in the Commission's proceedings. Although there is nothing in the record about Respondent's size, net worth, or prior history of discrimination, the hearing officer determined that punitive damages are warranted in this matter and recommended a punitive damages award of $5,000. This case is comparable to *Hall v. Woodgett, supra*, where punitive damages of $5,000 were awarded against a respondent in a source of income housing discrimination case who disregarded the rights of the complainant and refused to participate in the Commission's proceedings. The Commission agrees and adopts the recommended punitive damages award of $5,000.

D. Pre- and Post- Judgment Interest

Section 2-120-510(1) of the Chicago Municipal Code allows an additional award of interest on damages ordered to remedy violations of the Chicago Fair Housing Ordinance or the Chicago Human Rights Ordinance. Pursuant to Commission Regulation 240.700, the Commission routinely awards pre-and post-judgment interest at the prime rate, adjusted quarterly from the date of the violation, and compounded annually. Accordingly, the Commission awards pre- and post-judgment interest on all damages awarded in this case starting from December 27, 2017, the beginning of the discrimination by Respondent against Complainant.

E. Fine

Section 5-8-130 of the Chicago Fair Housing Ordinance provides that any covered party found in violation shall be punished by a fine in any amount not exceeding $1,000. The Commission has repeatedly assessed fines of $500 against respondents who have discriminated against prospective tenants on the basis of their source of income. *See, e.g., Rankin v. 6954 N. Sheridan Inc., et al., supra*, at 20-21 (imposing $500 fine on respondents and citing cases); *Montelongo v. Azapira, supra*, at 6 (imposing $500 fine). The hearing officer recommended a fine of $500 against Respondent. The Commission modifies the amount and imposes the maximum fine of $1,000, which the Commission finds warranted in light of its finding that Respondent acted in willful disregard of Complainant's rights.

F. Injunctive Relief

In this case, Complainant has not sought any injunctive relief. However, Section 2-120-510(l) of the Chicago Municipal Code authorizes the Commission to order injunctive relief to remedy a violation of the Chicago Fair Housing Ordinance or the Chicago Human Rights Ordinance. The Commission has when appropriate ordered respondents found to have violated the CFHO to take specific steps to eliminate discriminatory practices and prevent future violations, which have included training, notices, record-keeping, and reporting. See, e.g., *Walters & Leadership Council for Metropolitan Open Communities v. Koumbis*, CCHR No. 93-H-25 (May 18, 1994); *Metropolitan Tenants Organization v. Looney*, CCHR No. 96-H-16 (June 18, 1997); *Leadership Council for Metropolitan Open Communities v. Souchet*, CCHR No. 98-H-107 (Jan. 17, 2001); *Pudelek & Weinmann v. Bridgview Garden Condo. Assoc., et al.*, CCHR No. 99-H-39/53 (Apr. 18, 2001); and *Sellers v. Outland*, CCHR No. 02-H-37(Sep. 15, 2013).

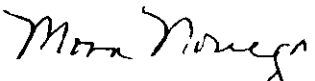
The hearing officer recommended that Respondent place on its website and in all advertisements of rental housing in which Respondent is the leasing agent the statements "EHOP" (Equal Housing Opportunity Provider) and "Section 8 recipients are welcome." This is similar to a part of the injunctive relief ordered in *Sellers, supra*, and will serve one of the purposes of injunctive relief noted in *Sellers*, namely to eliminate the vestiges of prior discrimination. The Commission therefore approves and adopts the proposed injunctive relief.

V. CONCLUSION

The Commission finds Respondent Becovic Management Group liable for housing discrimination in violation of the Chicago Fair Housing Ordinance and orders the following relief:

1. Payment to the City of Chicago of a fine of $1,000;
2. Payment to Complainant of out-of-pocket damages in the amount of $1,216;
3. Payment to Complainant of emotional distress damages in the amount of $10,000;
4. Payment to Complainant of punitive damages in the amount of $5,000;
5. Payment of pre-and post-judgment interest on the foregoing damages from the date of violation on December 27, 2017;
6. Compliance with the order for injunctive relief as described above.

CHICAGO COMMISSION ON HUMAN RELATIONS



By: Mona Noriega, Chair and Commissioner
Entered: July 11, 2019