

**STATE OF ILLINOIS
HUMAN RIGHTS COMMISSION**

IN THE MATTER OF THE REQUEST)	
FOR REVIEW BY:)	CHARGE NO.: 2008SH3425
	HUD NO.: 05-08-1093-8
KARI BRADFORD,)	ALS NO.: 08-0469
Complainant.)	

ORDER

This matter coming before the Commission by a panel of three, Commissioners David Chang, Marylee V. Freeman and Yonnie Stroger presiding, upon the Complainant's Request for Review ("Request") of the Notice of Dismissal issued by the Department of Human Rights ("Department") of Charge No. 2008SH3425, Kari Bradford, Complainant, and Suzy Marcum and Curtis Marcum, Respondents; and the Commission having reviewed *de novo* the Department's investigation file, including the Investigation Report and the Complainant's Request and supporting materials, and the Department's response to the Complainant's Request; and the Commission being fully advised of the premises;

NOW, THEREFORE, it is hereby **ORDERED** that the Department's dismissal of the Complainant's charge is **SUSTAINED** on the following ground:

LACK OF SUBSTANTIAL EVIDENCE

In support of which determination the Commission states the following findings of fact and reasons:

1. The Complainant filed an unperfected charge of discrimination with the Department on May 22, 2008, perfected on July 13, 2008, alleging that the Respondents subjected her to discriminatory terms, conditions, privileges, or services and facilities because of her association with an African American, in violation of Section 3-102(B) of the Illinois Human Rights Act (the "Act"). The Department dismissed the charge on October 2, 2008, finding that there was no substantial evidence that a violation of the Act had occurred. The Complainant thereafter filed a timely request for review on November 1, 2008.

2. The undisputed evidence in the investigation file shows that the Respondents are the owners of a mobile trailer court called "Marcums Trailer Court." On January 16, 2004, the Complainant signed a standard pre-typed *Marcum Trailer Court Lot Lease* ("the Lease"), wherein she agreed to a one-year lease term with the Respondents for use of a space in the trailer court, pursuant to the conditions included in the Lease. With the Complainant's knowledge and consent, an additional handwritten condition was added to the Lease, which provided that the Complainant agreed that only she and her son would reside in the trailer for the duration of her tenancy. The Complainant signed the Lease, and agreed to both the pre-written conditions and the handwritten condition.

3. Paragraph nine (9) of the Lease provided that unless the Lease were earlier terminated, "...upon expiration of the original or any renewal term, this Lease shall be renewed automatically...."

4. Once the Complainant signed the Lease in 2004, she never had the handwritten condition removed. Therefore, pursuant to Paragraph nine (9), the Lease continued to be renewed automatically with all conditions unchanged, including the handwritten condition that restricted residency of the Complainant's trailer to herself and her son.

5. On April 17, 2008, the Respondents issued the Complainant a notice of lease violations and on April 20, 2008 issued her an eviction notice for violating the Lease. The Respondents listed among her violations that the Complainant had allowed her boyfriend, an African American, to reside in the trailer with her. The listed violations also charged that the Complainant had failed to properly supervise her son.

6. In her Request, the Complainant does not dispute that she agreed to the handwritten condition in the Lease. The Complainant also does not deny that her African American boyfriend had been residing with her in her trailer for approximately two months prior to her eviction. However, the Complainant contends that the Respondents did not evict her because she violated the handwritten condition in the Lease. Rather, she contends that the Respondents only evicted her because of the race of her African American boyfriend. The Complainant contends that the Respondents took no action against her when she lived in her trailer with a previous white boyfriend in violation of the handwritten provision of the Lease.

7. Specifically, the Complainant alleges that sometime in 2006, she had a white boyfriend who lived with her for approximately six months. The Complainant claims in her Request that the white boyfriend lived with her in her trailer on a daily basis for approximately three months, and thereafter he stayed with her off and on during the week, but not on the weekends, until their relationship ended. The Complainant contends that the Respondents were aware that her white boyfriend was living with her during that time period, and that they had no problem with her white boyfriend living with her in violation of the Lease.

8. The Complainant further raises in her Request for the first time the allegation that the Respondents may have discriminated against her based on her family status.

9. The Respondents contended that they evicted the Complainant because she violated the Lease. The Respondents deny being aware that the Complainant's white boyfriend lived with her two years prior to the time that her African American boyfriend lived with her.

Race Discrimination in Housing

10. The Commission's review of the Department's investigation file leads it to conclude that the Department properly dismissed the Complainant's charge because there is not substantial evidence in the record that the Respondents were aware that the Complainant was living with her white boyfriend in violation of the Lease in 2006, and at that time took no adverse action against her despite her violation of the Lease.

11. Essentially, the Complainant is arguing that the Respondents allegedly waived the handwritten condition while her white boyfriend resided with her, and yet strictly enforced the same condition when her African American boyfriend was residing with her. This, the Complainant argues, demonstrates that the Respondents were motivated by race when they evicted her for violating the handwritten provision in the Lease.

12. However, there is no substantial evidence in the record that the Respondents were aware that the Complainant's white boyfriend was residing with her for any part of 2006. The Complainant and her other witnesses merely speculate that the Respondents must have known about this alleged living arrangement based, for example, on the frequency of the white boyfriend's visits to the Complainant's trailer, and based on the fact that he accompanied the Complainant to Easter Dinner at the Respondents' home. While these instances could certainly be construed as evidence of a relationship between the Complainant and her white boyfriend, they do not lend themselves to the broad conclusion that others, including the Respondents, must have known that she and her white boyfriend were living together at that time.

13. In fact, the Complainant admits that she never told the Respondents that she was living with her white boyfriend. On the contrary, the Complainant admitted to the Respondents that she was living with her African American boyfriend. This admission placed the Respondents on notice of the Complainant's violation of the Lease. Having admitted that she violated the Lease, the Respondents were within their right to terminate the Lease. There is no substantial evidence to demonstrate that anything other than the Complainant's admitted violation of the Lease caused her to be evicted.

14. As for the Complainant's contention that the handwritten provision might violate other state laws regarding uniformity in mobile home or trailer park leases, this Commission is only charged with determining claims arising under the Act. Therefore, the Commission has no jurisdiction to determine whether or not the Complainant's lease may have violated any other laws of this state.

Family Status Discrimination

15. Finally, the Complainant has raised for the first time in her Request the contention that the Respondents' actions may also have constituted discrimination on

the basis of family status.

16. The Department housing discrimination complaint that the Complainant reviewed, signed and dated does not contain any allegations of discrimination based on family status; thus, these allegations were not before the Department when it was investigating the Complainant's charge. On a request for review, the Commission only has jurisdiction to review the Department's decision to dismiss those charges or allegations that were before the Department. The Commission does not have jurisdiction to review new allegations or charges of discrimination raised for the first time in a request for review. See 775 ILCS 8-103 (2008). Therefore, the Commission makes no determination regarding the Complainant's new allegation that she may also have been subjected to discrimination on the basis of family status.

17. Accordingly, it is the Commission's decision that the Complainant has not presented any evidence to show that the Department's dismissal of her charge was not in accordance with the Act. The Complainant's Request is not persuasive.

THEREFORE, IT IS HEREBY ORDERED THAT:

The dismissal of Complainant's charge is hereby **SUSTAINED**.

This is a final Order. A final Order may be appealed to the Appellate Court by filing a petition for review, naming the Illinois Human Rights Commission, the Illinois Department of Human Rights, and the Respondents Curtis Marcum and Suzy Marcum as appellees, with the Clerk of the Appellate Court within 35 days after the date of service of this order.

STATE OF ILLINOIS)
)
HUMAN RIGHTS COMMISSION)

Entered this 4th day of February 2009.

Commissioner David Chang

Commissioner Marylee V. Freeman

Commissioner Yonnie Stroger