

**City of Chicago**  
**COMMISSION ON HUMAN RELATIONS**  
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IN THE MATTER OF:

Jessica Davis  
**Complainant,**  
v.

MVA Property Management LLC and  
Michael Andiorio  
**Respondents.**

**Case No.:** 18-H-33

**Date of Ruling:** September 9, 2021

**FINAL RULING ON LIABILITY AND RELIEF**

**I. INTRODUCTION**

On May 4, 2018, Complainant Jessica Davis filed a complaint of housing discrimination against Jaunese Gillespie, owner of the property in question at 11130 S. Longwood Drive, Chicago, IL, and Michael Andiorio and MVA Property Management, LLC, property manager of the apartment in question. Complainant alleged that she was discriminated against by Respondents due to their refusal to rent to her because she had a Chicago Housing Authority Housing Choice Voucher (formerly known as a “Section 8 voucher”).

On June 13, 2018, Respondent Gillespie responded to Complainant’s allegations, confirming she was the owner of the property, that Michael Andiorio of MVA Property Management was the property manager of the property, and that Complainant had an appointment to meet Andiorio, but Gillespie had no knowledge of the conversations between Complainant and Andiorio. Gillespie stated that Andiorio was an independent contractor, and she had no control over his actions.

On June 13, 2018, Respondent Andiorio, without mentioning MVA Property Management, responded to Complainant’s allegations, alleging that he told Complainant that the apartment in question was structurally unsound and would not meet Section 8 requirements which are required to be met in order to use a Section 8 voucher.

On July 16, 2018, Complainant amended her complaint and added that Respondents Andiorio and MVA Property Management were Respondent Gillespie’s agents and had been hired to manage Gillespie’s property in late 2017. A Second Amended Complaint was filed on August 1, 2018. Respondent Gillespie filed a response to the Second Amended Complaint on August 29, 2018.

On September 7, 2018, the Commission issued an Order to Respond and Notice of Potential Default to Respondents Andiorio and MVA Property Management, who had responded to Complainant's initial complaint, but had not responded to either amended complaint.

On October 26, 2018, after receiving an extension from the Commission, Complainant filed a Reply in support of her Amended Complaint, arguing that Respondent Gillespie was liable for the alleged discriminatory act by Respondents Andiorio and MVA Property Management because Respondents Andiorio and MVA Property Management acted as Gillespie's leasing agent. On November 13, 2018, Complainant filed a Request for Voluntary Withdrawal of Complaint against Respondent Gillespie solely. On November 13, 2018, the Commission entered an order dismissing the complaint as withdrawn as to Respondent Gillespie.

On November 7, 2019, the Commission issued an Order Finding Substantial Evidence of a violation of the Chicago Fair Housing Ordinance, against Respondents Andiorio and MVA Property Management. On November 15, 2019, a settlement conference for this matter was ordered by the Commission. On December 24, 2019, the Commission issued a Notice of Potential Default and Other Sanctions due to Respondents Andiorio and MVA Property Management's failure to attend the settlement conference, which had been scheduled for December 20, 2019. On January 30, 2020, the Commission issued an Order of Default and Imposition of Fine of \$100 against Respondents Andiorio and MVA Property Management.

The Order of Default means that Respondents are 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, 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. Respondents were notified that they 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.

On March 5, 2020, the Commission issued an Order Appointing Hearing Officer and Commencing Hearing Process. A pre-hearing conference was originally scheduled for April 6, 2020; however, due to the Covid-19 Health Crisis, the pre-hearing conference was not held until October 14, 2020, following two continuances. Complainant was represented by counsel at the pre-hearing conference; Respondents Andiorio and MVA Property Management did not appear, nor was the Commission contacted by Respondents to state they were unable to attend.

A hearing was scheduled for December 9, 2020, but was rescheduled due to the Covid-19 Health Crisis to April 28, 2021. Complainant attended the hearing with her attorney; Respondents Andiorio and MVA Property Management did not appear, nor was the Commission contacted by Respondents to state they were unable to attend. From June 13, 2018, Respondents Andiorio and MVA Property Management have not responded to Commission orders or appeared at Commission proceedings. None of the mailings sent by the Commission and the hearing officer to the address given by Respondents Andiorio and MVA Property Management have been returned as undeliverable.

On July 28, 2021, the hearing officer issues her Recommended Ruling on Liability and Relief. No objections were filed.

## II. FINDINGS OF FACT

1. Complainant Jessica Davis (“Complainant”) is a resident of the City of Chicago. C., par.9<sup>1</sup>. She has two children, a boy and a girl, currently aged 9 and 11. Tr. p. 7.<sup>2</sup>
2. Complainant currently lives in Chicago, in an apartment she obtained approximately three years ago. Tr. p. 7.
3. Complainant has been a holder of a Housing Choice Voucher (hereinafter “HCV”, formerly known as a “Section 8 voucher”) since 2009. Her 2018 HCV deadline required her to use the voucher by February 17, 2018, or forfeit the voucher. C., par.9, Tr. p. 7-8, 16; Exh. 3.<sup>3</sup>
4. In October 2017, Complainant began to search for a new apartment for herself and her two children. Complainant contacted the Chicago Housing Authority (“CHA”) and received permission to move and obtained a new HCV to be applied to the rent for the new residence. C., par. 10, Tr. p. 8.
5. With the help of the CHA Housing Choice Partners’ mobility program, Complainant searched for apartments in certain “opportunity areas,” including Morgan Park. The apartment at 11130 S. Longwood Drive is located in Morgan Park. C., par. 11.
6. Complainant believed that Morgan Park offered top grade schools, low crime rates and better neighborhood amenities. C., par. 11, Tr. p. 8.
7. Complainant also used search engines, such as Zillow.com and Hotpads.com., as well as local newspapers, in her search. C., par. 12, Tr. p. 9. Complainant’s sister, Kathryn, said that Complainant was often up late at night searching for suitable housing. Tr. 23-24.
8. On or around February 5, 2018, Complainant located a listing for a two-bedroom apartment on Hotpads.com; the description of the apartment contained the language, “No Section 8.” The description of the apartment indicated that it would fit Complainant’s needs and was in Morgan Park, the CHA “opportunity area” in which she was seeking housing. C., par. 13, Tr. p. 9, Exh. 1.
9. Complainant subsequently called the number on the Hotpads listing and talked with a man who identified himself as Mike Andiorio. Respondent Andiorio said the apartment

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<sup>1</sup> All references to the Complaint (“C”) are referencing the Amended Complaint filed on August 1, 2018.

<sup>2</sup> All references to the Transcript (“T”) refers to the transcript of the hearing on April 28, 2021.

<sup>3</sup> “Exh.” refers to exhibits which were introduced by Complainant and entered into evidence at the April 28, 2021, hearing in this matter.

was available and made an appointment with Complainant to tour the apartment on February 7, 2018. Respondent Andiorio confirmed the appointment by text message; screen shots confirming the texts between Complainant and Respondent Andiorio were admitted at the hearing. Respondent Andiorio did not ask if Complainant was an HCV holder. C., par. 14, Tr. pp. 10-11, Exh. 2.

10. Respondent Andiorio is an agent of MVA Property Management. C., par. 7.
11. On February 7, 2018, Respondent Andiorio texted Complainant to confirm whether she still wanted to tour the apartment. Complainant responded that she did and asked if Respondent Andiorio was the owner or listing agent. Respondent Andiorio stated that he was the property manager. C., par. 15, Tr. pp. 11-12; Exh. 2.
12. In a following text message, Complainant asked if the property accepted Section 8. Respondent Andiorio responded, "No we do not accept Section 8. I'm sorry but thanks for asking." C., par. 16, Tr. pp. 7, 12-13; Exh. 2.
13. Complainant asked by text why the property did not accept Section 8, to which Respondent Andiorio responded, "[T]hat's not a question I have the answer to unfortunately. We just handle the maintenance, tenants, things of that nature." Complainant then asked via text if she could talk with the owner. Respondent Andiorio replied, "I'm sorry Ms. Davis, we don't release that information." C., par. 17; Tr. pp. 12-13; Exh. 2.
14. Complainant then decided that pursuing this apartment would be futile and proceeded to seek another housing accommodation. C., par. 18.
15. Complainant's HCV was due to expire on February 17, 2018. Earlier, Complainant had applied to the CHA for an extension of her HCV. On December 8, 2017, Complainant's extension request was granted, and the HCV deadline was extended to February 17, 2018. If Complainant had not found another apartment with which to use the HCV by February 17, 2018, the HCV would have been forfeited. C., par. 19; Tr. p. 14; Exh. 3.
16. The barriers to finding housing for herself and her children caused Complainant emotional distress that manifested in physical symptoms, including chest pains and loss of sleep. It was a very stressful time because Complainant was worried about losing her voucher, and worried about where she and her children would live. Complainant was depressed and anxious. She had a lot of weight on her shoulders and worried about finding an apartment night and day. Complainant did not seek medical attention because she did not have health insurance. C., par. 20; Tr. pp. 16-18.
17. Complainant could not have afforded housing without the HCV in February 2018. Tr. p. 18. If Complainant lost her voucher and the means to pay for an apartment, she did not know where she would live. Tr. p. 16. She had been denied housing over and over. Complainant believed that the CHA would not extend the HCV deadline again. Tr. p. 19.

18. While looking for an apartment in 2018, Complainant was living at her mother's residence. Complainant and her two children were sharing one bedroom with one another, and all their belongings were in that room. Complainant was made aware that she would only be allowed to stay in her mother's apartment temporarily. Besides Complainant and her children, her mother, her mother's husband, and her sister Kathryn were staying in her mother's house. Tr. p. 15.
19. Morgan Park and Beverly had better schools and grocery stores nearby; the residence where Complainant and her children were living with her mother was not located in as good a neighborhood and had a higher crime rate. Complainant wanted a better quality of life for herself and her two children. Tr. pp. 18-19.
20. When Complainant talked with personnel at the CHA about her housing search after being denied due to her HCV, she explained to CHA personnel why she had not been able to get this apartment. Her HCV was running out. CHA personnel suggested Complainant file a complaint related to Respondents' actions. Tr. p. 19.
21. Complainant has not heard from Respondent Andiorio or Respondent MVA Property Management at any time during this litigation after those Respondents filed a response to the initial complaint. Tr. p. 20.
22. Complainant's sister, Kathryn Davis, testified that she lived with her mother, her mother's husband, Complainant, and her two children in 2018. Complainant shared a bedroom with her two children; it was a temporary situation. Tr. p. 21
23. Kathryn Davis testified that the process of finding an apartment was very stressful for Complainant. Complainant had a lot of anxiety and sleepless nights, often staying up late to search for a place to live. Complainant had chest pains, high anxiety, and shortness of breath. Tr. pp. 22-23.
24. No evidence was offered as to Complainant's current home location, how long it took her to find her current housing, whether she was able to stay in the neighborhood she desired, and, if she was able to locate an apartment and use her HCV, or whether that neighborhood was as desirable to her as the neighborhood of the apartment in question in this litigation.

### **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:

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.

A complainant may establish a *prima facie* case for intentional housing discrimination under the direct or indirect method. Under the direct evidence method of proof in a fair housing case, a complainant may meet her burden of proof through credible evidence that the respondent directly stated or otherwise indicated that s/he would not offer housing to a person based on a protected class, such as having and intending to use a Section 8 voucher. *Shipp v. Wagner and Wagner*, CCHR No. 12-II-19 (July 16, 2014); *see also* cases cited therein. 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 and Parker v. New Jerusalem Christian Development Corp., et al.*, CCHR No. 07-II-12/13 (Feb. 16, 2011), citing *Rankin v. 6954 N. Sheridan Inc., et al.*, CCHR No. 08-II-49 (Aug. 18, 2010).

As noted above, per CCHR Reg. 235.320, Respondents are deemed to have admitted the allegations of Complainant's Complaint and to have waived any defenses to the allegations, including any defenses about the sufficiency of the Complaint. The administrative hearing was held to allow Complainant to establish a *prima facie* case and to establish the nature and amount of relief to be awarded. *Hall v. Woodgett*, CCHR No. 13-II-51 (Nov. 5, 2015).

The Commission has held property managers accountable for discriminatory actions on behalf of a landlord. Section 5-8-060 of the Chicago Municipal Code notes that all of the following categories are subject to the Chicago Fair Housing Ordinance:

... owner, lessee, sublessee, assignee, managing agent, or condominium association board of managers, governing body of a cooperative, or other person, firm or corporation having the right to sell, rent, lease, or establish rules or policies for any housing accommodation within the City of Chicago who shall exercise any function of selling, renting, leasing, subleasing, or establishing rules or policies for any housing accommodation with the City of Chicago.

In *Rankin v. 6954 N. Sheridan, Inc., et al.*, CCHR No. 08-II-49 (Aug. 18, 2010), the Commission found that a property management company was in an agency relationship with the property owner "where the principal has the right to control the conduct of the agent and agent has the power to affect the legal relationship of the principal..." citing *Warren et al., v. Lofton & Lofton Management et al.*, CCHR No. 07-P-62/63/92 (July 15, 2009). The Commission found the property manager in *Rankin* was in an agency relationship with the property owner because the property management company was authorized "to act on its behalf in renting apartment units." and the individual agent was employed as a leasing agent.

Complainant proved the elements of a *prima facie* case of housing discrimination based on her source of income, an HCV. Complainant proved that she had such a voucher, desired and was able to rent the apartment, by her Complaint allegations, her testimony, and her Exhibit 3. Complainant proved Respondent Andiorio was an agent of MVA Property Management and

property manager for the property in question. C., pars. 6-7, Exh. 2. Complainant proved that Respondents both knew she had the voucher and that she intended to use it to rent the apartment through her testimony and her exhibits of screen shots of texts from Respondent Andiorio in Exhibit 2. She proved that Respondents would not rent to her because she had an HCV by her testimony and Exhibit 2.

Respondent Andiorio acknowledged that he was a property manager for the property owner in text conversations with Complainant. Exh. 2. When asked if the property could be rented to someone with an HCV, Andiorio stated that it could not and declined to provide contact information about the owner to allow Complainant to discuss this matter with the owner. *Id.* Therefore, Andiorio self-identified as an agent of the property owner and exercised a function of both denying the ability of Complainant to rent the apartment in question and to contact the owner directly. Thus, the hearing officer found that Respondents Andiorio and MVA Property Management, for whom Respondent Andiorio is an agent, are accountable for Respondent Andiorio's role as a property manager for the discriminatory actions against Complainant.

Respondents are therefore liable for discriminating against Complainant based on her source of income in violation of the Chicago Fair Housing Ordinance.

#### **IV. REMEDIES**

Upon finding a violation of the Chicago Fair Housing Ordinance, the Commission may award relief as set forth in Section 2-120-510(1) of the Chicago Municipal Code:

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 ... from the date of the civil rights violation. These remedies shall be cumulative, and in addition to any fines imposed ....

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. Actual Damages**

Complainant had the burden to prove that she had actual damages, including out-of-pocket expenses and emotional distress damages.

Out-of-pocket expenses can include, for example, the costs of looking for another apartment after being discriminated against and extra costs associated with an apartment found after being discriminated against. Complainant offered no evidence of any out-of-pocket expenses and thus none were recommended by the hearing officer.

The Commission has “repeatedly held that damages for emotional distress can be awarded as part of an award of actual damages.” *Nash/Demby v. Sallas & Sallas Realty*, CCHIR No. 92-H-128 (May 17, 1995). The Commission has held that victims of housing discrimination may be entitled to “damages for the embarrassment, humiliation, and emotional distress caused by the discrimination.” *Montelongo v. Azapira*, CCHIR No. 09-H-23 (Feb. 15, 2012) and cases cited therein. Precise proof and medical evidence are not required to establish these damages, and the complainant’s testimony has been held to be sufficient to establish such damages. *Nash/Demby, supra*; *Ordon v. Al-Rahman Animal Hospital*, CCHIR No. 92-E-139 (July 23, 1993). “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.” *Hall v. Woodgett*, CCHIR No. 13-H-51 (Oct. 8, 2015). The Commission in *Hall v. Woodgett* noted that factors to be considering in awarding emotional distress damages include the fact that single parents with limited resources may feel particularly vulnerable when attempting to find housing for their children in communities with good schools, or may feel especially humiliated when he or she is unable to protect the family by providing a better living environment. The extent to which such vulnerability is established may be shown by how upset the complainant remains at the hearing on the matter.

Commission cases have awarded varied amounts of emotional distress damages to complainants discriminated against in housing situations. Recent cases are instructive.

In *Morales v. Becovic*, CCHIR No. 18-H-51 (July 11, 2019), the Commission awarded \$10,000 in emotional distress damages to an individual who was forced to live with her adult son and was “essentially homeless” from June 2018 to November 2018. This caused great “humiliation and embarrassment” for the complainant. The complainant lost weight, had headaches and her depression worsened. The complainant offered her counselor’s testimony to support her claims.

In *Hall v. Woodgett, supra*, the Commission awarded \$5,000 in emotional distress damages to a single mother who was repeatedly lied to by the respondents, told bluntly that her status as an HCV holder and mother would be held against her, and was ultimately forced to live in what she perceived was a dangerous neighborhood. The complainant felt she was not a good mother because she could not provide a home in a safe neighborhood for her son. She was “visibly shaken” describing her experiences with the respondent two years after the events in question.

In *Brown v. Nguyen and Nguyen*, CCHIR No. 15-H-07 (Jan. 12, 2017), the Commission awarded \$10,000 in emotional distress damages to a single father with a Veterans Affairs Supportive Housing Certificate who was shown a house, subsequently lied to about the availability of the house, and was forced to rent a much smaller apartment with a rodent problem. The complainant testified that he walked by the house every day with his son on their way to school. No testimony was presented about any manifestations of the emotional injury or any medical or psychiatric treatment, although the hearing officer observed that the “emotional pain was palpable.” Due to that lack of testimony, the complainant was awarded \$10,000, rather than the \$15,000 he was seeking.



The Commission's decision in *Shipp v. Chicago Realty Consulting Group*, CCHR No. 12-H-31 (Jan. 10, 2019), presents a distinguishable factual situation. The complainant in *Shipp* proved a case based on source of income discrimination and asked for \$8,000 in actual damages, including damages for emotional distress. The Commission accepted the hearing officer's decision to award only \$750. The hearing officer found the testimony of emotional distress was "bare-bones and brief," the discriminatory conduct was only in one phone call, and there was no hostile or inappropriate language in the call. The complainant provided no testimony of how long the distress lasted and indeed did not prove she could have rented the housing in question as it was being held for a relative of the respondent. Finally, the hearing officer found that the complainant had another case of housing discrimination pending and other factors which contributed to her distress at the time in question, so that the discriminatory conduct proven in *Shipp* could not be the sole source of her emotional distress.

Like the complainant in *Morales v. Becovic, supra*, Complainant Davis was "essentially homeless" after she was denied housing, living in a temporary situation at her mother's apartment in one bedroom with her two children. Unlike the complainant in *Morales*, Complainant offered no explicit evidence about the length of time it took her to find housing. Complainant provided testimony from herself and her sister that she was anxious and depressed while seeking housing and suffered physical symptoms like the complainant in *Hall v. Woodgett, supra*, but did not describe the neighborhood she moved into as more dangerous or the apartment less desirable than the apartment offered in Respondents' ad, as the complainants did in both *Hall* and *Brown v. Nguyen and Nguyen, supra*.

Complainant testified credibly about her fear of losing her HCV, a very real threat at the time due to the pending deadline the CHA imposed on Complainant to find housing and use the voucher. This stress, intensified because Complainant felt she had been denied a perfect apartment in the neighborhood she thought was desirable for her children and herself, was directly caused by the discriminatory actions of Respondents Andiorio and MVA Property Management.

In her Complaint, Complainant requested all remedies available to her under law, but did not specify the amount. In his opening statement, counsel for Complainant stated that Complainant was seeking \$20,000 in emotional distress damages. Based on the hearing officer's review of Commission precedents and Complainant's testimony about the harm the discriminatory actions caused, the hearing officer recommended that Complainant be awarded \$7,500 in emotional distress damages to compensate for Complainant's anxiety, stress and sleepless nights, her concern that she needed to find appropriate, permanent and safe housing for herself and her children, and her fears that due to the denial of housing by Respondents, she might lose a valuable resource (her HCV). The Commission agrees and adopts the recommendation.

#### **b. Punitive Damages**

Punitive damages are awarded to punish a wrongdoer and deter that party and others from committing similar acts in the future, when the actions are blatant and/or motivated by ill will, when a respondent has engaged in repeated acts of discrimination and when the respondent has lied to the Commission. *Torres v. Gonzales*, CCHR No. 01-H-46 (Jan. 18, 2006). When

determining the amount of punitive damages to be awarded, the Commission looks, in part, to “the respondent’s attitude towards the adjudication process including whether the respondent disregarded the Commission’s procedures.” *Morales v. Becovic, supra*.

Recent cases are again instructive. In *Brown v. Nguyen and Nguyen, supra*, the Commission ordered \$15,000 in punitive damages where the respondents ignored the Commission’s procedures, and their conduct was egregious. In *Shipp v. Chicago Realty Consulting Group, supra*, the Commission awarded \$5,000 in punitive damages where the respondent engaged in some Commission procedures, but as a licensed real estate broker should have known its actions were discriminatory. In *Morales v. Becovic, supra*, the Commission awarded \$5,000 where the respondent disregarded the rights of the complainant and failed to participate in the Commission’s procedures. See also *Hall v. Woodgett, supra* (\$5,000 awarded).

Respondents are the agent and a property management company who listed a property with the blatantly illegal description: “No section 8.” As a property management company operating in the City of Chicago, Respondents should have been aware that refusing to accept HCVs violated the Chicago Fair Housing Ordinance and had done so for many years. *Rankin v. 6954 N. Sheridan, Inc. et al., supra*. When Complainant asked Respondent Andiorio why her HCV was not acceptable, he answered, “That’s not a question I have the answer to unfortunately,” and refused to give Complainant the owner’s contact information.

In addition to blatantly refusing to consider an HCV recipient for the apartment in the apartment availability notice, Respondents failed to observe the Commission’s procedures after they filed a response to the initial Complaint. Respondents failed to respond to the two amended complaints, or the Notices of Potential Default issued by the Commission. Respondents did not appear at the pre-hearing conference or the hearing, nor did they contact the Commission to ask that the conferences be rescheduled. None of the mailings sent to Respondents by the Commission or the hearing officer were returned as undeliverable.

In her Complaint, Complainant requested all remedies available to her under law, but did not specify the amount. In his opening statement, counsel for Complainant stated Complainant was seeking \$10,000 in punitive damages. Based on a review of Commission precedents, Respondents’ professional obligations, and Respondents’ actions with regard to Complainant and the Commission’s proceedings, the Commission agrees with the hearing officer’s recommendation and finds that an award of punitive damages in the amount of \$7,500 is appropriate.

### **c. 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 CCHR Reg. 240.700, the Commission routinely awards interest at the prime rate, adjusted quarterly from the date of violation, and compounded annually. The hearing officer recommended that the Commission award interest on all damages awarded in this case starting from the date of the violation. Accordingly, the Commission orders payment of interest on the damages from the date of the violation, February 5, 2018.

**d. Injunctive Relief**

Complainant did not seek injunctive relief. However, Section 2-120-510(I) of the Chicago Municipal Code allows the Commission to impose injunctive relief to assure that future discrimination will not take place. *Morales v. Becovic, supra*, and cases cited therein. The hearing officer recommended that Respondents place in all advertisements or social media listing the following statement, “EHOP” (Equal Housing Opportunity Provider). The Commission approves and adopts the proposed injunctive relief.

**e. Fine**

Section 5-8-130 of the Chicago Fair Housing Ordinance provides that any covered party found in violation of the Ordinance shall have a fine imposed in any amount not to exceed \$1,000. The Commission has already imposed a fine of \$100 on Respondents Andiorio and MVA Property Management for failing to appear at a scheduled settlement conference. The hearing officer recommended a fine of \$1,000 in total be imposed against Respondents Andiorio and MVA Property Management. The Commission adopts the hearing officer’s recommendation of a fine of \$1,000 for violating the Chicago Fair Housing Ordinance and disregarding the Commission’s proceedings in this matter.

**f. Attorney Fees**

Section 2-120-510(I) of the Chicago Municipal Code allows the Commission to order a respondent to pay a prevailing complainant’s reasonable attorney fees and associated costs. Indeed, the Commission has routinely found that prevailing complainants are entitled to such an order. See, e.g., *Jones v. Lagniappe--A Creole Cajun Joynt LLC and Madison*, CCHR No. 10-E-40 (Dec. 19, 2021). The Commission adopts the hearing officer’s recommendation and awards Complainant’s reasonable attorney fees and costs.

Pursuant to CCHR Reg. 240.630, Complainant may serve and file a petition for attorney’s fees and/or costs, supported by arguments and affidavits, no later than 28 days from the mailing of this Final Ruling on Liability and Relief. The supporting documentation shall include the following:

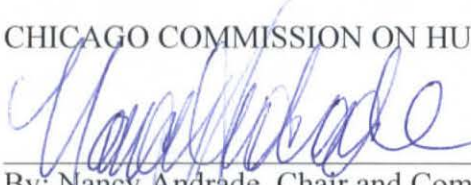
1. A statement showing the number of hours for which compensation is sought in segments of no more than one-quarter hour, itemized according to the date performed, the work performed, and the individual who performed the work;
2. A statement of the hourly rate customarily charged by each individual for whom compensation is sought;
3. Documentation of costs for which reimbursement is sought.

## VII. CONCLUSION

The Commission finds Respondents MVA Property Management LLC and Michael Andiorio liable for source of income 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 emotional distress damages in the amount of \$7,500;
3. Payment to Complainant of punitive damages in the amount of \$7,500;
4. Payment of interest on the foregoing damages from the date of violation on February 5, 2018;
5. Compliance with the order for injunctive relief as described above;
6. Payment of Complainant's reasonable attorney fees and costs as determined by further order of the Commission pursuant to the procedures outlined above.

CHICAGO COMMISSION ON HUMAN RELATIONS



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By: Nancy Andrade, Chair and Commissioner

Entered: September 9, 2021