

**COMMONWEALTH OF MASSACHUSETTS**

SUFFOLK, ss.

SUPERIOR COURT DEPARTMENT OF THE  
TRIAL COURT

Civil Action No.

HOUSING RIGHTS INITIATIVE,

Plaintiff,

v.

CHARLESGATE REALTY GROUP, LLC;  
ZEE 219 COMMONWEALTH LLC;  
HARVARD AVE. REALTY INC.; EVELYN  
SALEH, in her official capacity as Trustee of  
the Browne Street Realty Trust; POM-POM,  
LLC d/b/a ANZALONE REALTY; FILIPPO  
FRATTAROLI, in his official capacity as  
Trustee of the 415 Hanover Street Realty Trust;  
EAST COAST R.E. LTD. d/b/a EAST COAST  
REALTY; ONE FORTY FIVE PRINCETON,  
LLC; NEW WAVE BOSTON REAL ESTATE,  
LLC; 15-19 QUEENSBERRY STREET, LLC,  
PRESTIGE REAL ESTATE, INC. d/b/a LAER  
REALTY PARTNERS; CARL T. CINCOTTI  
SR., in his official capacity as Trustee of the  
Cooper Street Irrevocable Trust; MICHELINA  
M. CINCOTTI, in her official capacity as  
Trustee of the Cooper Street Irrevocable Trust;  
CONCEPT PROPERTY GROUP LLC;  
BOBSON RESIDENTIAL, LLC; ZEUS  
LIVING, INC.; HAMILTON BATTLE GREEN  
LLC; SANDRA SUAREZ; LADD M.  
MARTIN JR., in his official capacity as Trustee  
of the Marvel Realty Trust; and RUSSELL L.  
PETERSON, in his official capacity as Trustee  
of the Marvel Realty Trust,

Defendants.

**COMPLAINT**

## INTRODUCTION

1. It is illegal in the Commonwealth of Massachusetts for housing providers to discriminate against anyone based on the use of a government-subsidized housing voucher. Defendants in this action, all landlords and real estate brokers in the Greater Boston area, have brazenly defied this prohibition by refusing to accept vouchers for their rental properties.

2. Plaintiff Housing Rights Initiative (“**HRI**”)—a nonprofit organization that aims to promote fair and affordable housing across the country—uncovered Defendants’ anti-voucher policies and practices through a series of civil rights tests. HRI’s “testers” inquired about Defendants’ apartment listings, posed as voucher holders, and asked if Defendants would accept their vouchers. Over and over, Defendants responded—in writing—that they would not.

3. Housing vouchers are designed to help low-income families secure quality housing in their preferred neighborhood by subsidizing a portion of the rent. Amid the Commonwealth’s ongoing and intractable affordable-housing crisis, vouchers provide a critical means for thousands of Commonwealth families to get and keep a roof over their heads.

4. Defendants’ refusal to accept vouchers impedes these families’ search for housing, prolonging the time they must spend in homeless shelters, on the streets, or in substandard dwellings. This not only endangers and destabilizes families and children, but also restricts the opportunity for those families to live in their neighborhood of choice.

5. Defendants’ discriminatory policies and practices also entrench Boston’s racially segregated housing patterns. Bostonians of color are overwhelmingly concentrated in lower-income neighborhoods with fewer public resources than similarly situated white families. Voucher discrimination perpetuates this unacceptable reality by limiting the options available to voucher holders outside of those neighborhoods.

6. As a party with a particular interest in preserving fair and affordable housing, HRI is aggrieved by Defendants' conduct. Building on a long civil rights tradition of taking private action to ensure antidiscrimination statutes are fully realized, HRI now brings this action against Defendants for injunctive, declaratory, and monetary relief.

### **JURISDICTION AND VENUE**

7. This Court has subject-matter jurisdiction pursuant to G. L. c. 151B, § 9, which confers jurisdiction over the causes of action HRI asserts.

8. In addition to this specific statutory grant of jurisdiction, this Court has subject-matter jurisdiction pursuant to G. L. c. 212, § 3. That statute, in concert with MA R S CT SDG ORDERS Amount-in-Controversy (July 16, 2019), confers original jurisdiction over "civil actions for money damages" when "there is no reasonable likelihood that recovery by the plaintiff will be less than or equal to" \$50,000 (as is true in this case).

9. This Court also has subject-matter jurisdiction pursuant to G. L. c. 214, § 1, which confers original jurisdiction over "all cases and matters of equity cognizable under the general principles of equity jurisprudence"; and G. L. c. 231A, § 1, which permits the Court to "make binding declarations of right, duty, status and other legal relations sought thereby."

10. This Court has personal jurisdiction over all parties to this case except Defendants Zeus Living, Inc. and Russell L. Peterson, in his official capacity as Trustee of the Marvel Realty Trust ("**Russell L. Peterson**"), pursuant to G. L. c. 223A, § 2, which confers jurisdiction over entities "domiciled in, organized under the laws of, or maintaining . . . [a] principal place of business in" Massachusetts.

11. This Court has personal jurisdiction over Defendant Zeus Living, Inc. pursuant to G. L. c. 223A, § 3(a)–(b). During the relevant time period, Zeus Living, Inc. regularly transacted business in Massachusetts and contracted to supply services in Massachusetts.

12. This Court has personal jurisdiction over Defendant Russell L. Peterson pursuant to G. L. c. 223A, § 3(e). During the relevant time period, Russell L. Peterson had an interest in and/or possessed real property in Massachusetts.

13. Moreover, Defendants Zeus Living, Inc. and Russell L. Peterson have established minimum contacts in Massachusetts. They have purposefully availed themselves of the privilege of conducting activities in Massachusetts, the claims against them arise from those contacts, and the exercise of jurisdiction over them would accord with traditional notions of fair play and substantial justice.

14. Venue is proper in this Court pursuant to G. L. c. 151B, § 9 because the unlawful practices at issue occurred in Suffolk County and the unlawful policies HRI alleges were implemented in Suffolk County; actions and decisions comprising the alleged unlawful practices and policies and their implementation occurred in Suffolk County; the residential properties associated with the alleged unlawful practices and policies are located in Suffolk County; and/or the alleged unlawful practices and policies' discriminatory effects are felt in Suffolk County.

### **PARTIES**

15. **Plaintiff Housing Rights Initiative** is a nonprofit corporation registered in New York. At all relevant times, its usual places of business were 27 W. 60th St., PO Box 20490, New York, NY 10023 and 399 Boylston St., Fl. 6, Boston, MA 02108.

16. HRI's mission is promoting and maintaining access to safe and affordable housing in cities across the country. It works to ensure that everyone can live in safe, well-maintained, and affordable residences that comply with legal habitability and rent-stabilization requirements. HRI does so by counseling tenants about their rights to safe and affordable housing, such as rights guaranteed by rent-stabilization laws, tax-reporting rules, and habitability and maintenance requirements. HRI's counseling includes preparing and circulating education and outreach

materials to communities to inform them of their rights to safe, well-maintained, and affordable residences. HRI additionally organizes tenants to take action to enforce their rights, often by referring them to counsel who can help the tenants bring legal actions against landlords who violate these laws and requirements.

17. However, as discussed below, HRI began hearing in early 2022 from voucher holders and community partners, including the Boston Housing Authority, that many Boston-area tenants lived in poorly maintained apartments. HRI also learned that many brokers and owners were violating fair housing laws. As a result, HRI began an education and outreach campaign in Boston regarding the right to safe and well-maintained housing. It also started to investigate whether voucher discrimination existed throughout Greater Boston.

18. As discussed below, HRI expended a great deal of staff time and other resources to investigate and respond to Defendants' discriminatory rental policies and practices. Defendants' conduct has diverted HRI away from being able to conduct its usual counseling, organizing, and referral services, including creating and distributing education materials for Boston tenants about their rights to habitable apartments. Additionally, Defendants' discriminatory policies and practices frustrate HRI's mission to promote access to safe and affordable housing by making apartments unavailable altogether to renters using vouchers.

19. **Defendant Charlesgate Realty Group, LLC** is a corporation registered to do business in Massachusetts. Its usual place of business is 867 Boylston St., 3rd Floor, Boston, MA 02116. At all relevant times, Charlesgate Realty Group, LLC was in the real estate business and brokered the rental of apartments in Suffolk County and/or neighboring counties.

20. **Defendant Zee 219 Commonwealth LLC** is a corporation registered to do business in Massachusetts. Its usual place of business (where its records are maintained and its

manager's business address) is 219 Commonwealth Ave., Chestnut Hill, MA 02467. At all relevant times, Zee 219 Commonwealth LLC was the owner of the unit at 219 Commonwealth Ave. #44, Chestnut Hill, MA 02467. On information and belief, it used the real estate brokering services of Charlesgate Realty Group, LLC at all relevant times.

21. **Defendant Harvard Ave. Realty Inc.** is a corporation registered to do business in Massachusetts. Its usual place of business is 1216 Commonwealth Ave., Allston, MA 02134. At all relevant times, Harvard Ave. Realty Inc. was in the real estate business and brokered the rental of apartments in Suffolk County and/or neighboring counties.

22. **Defendant Evelyn Saleh, in her official capacity as Trustee of the Browne Street Realty Trust ("Evelyn Saleh")**, is the trustee of the Browne Street Realty Trust, a trust recorded in Norfolk County. Her usual place of business is 722 Adams Street, Unit 2, Boston, MA 02122. At all relevant times, Evelyn Saleh owned the unit at 88 Browne St., Brookline, MA 02446. On information and belief, she used the real estate brokering services of Harvard Ave. Realty Inc. at all relevant times.

23. **Defendant Pom-Pom LLC d/b/a Anzalone Realty ("Anzalone Realty")** is a corporation registered to do business in Massachusetts. Its usual place of business is 383 Hanover St., Boston, MA 02113. At all relevant times, Anzalone Realty was in the real estate business and brokered the rental of apartments in Suffolk County and/or neighboring counties.

24. **Defendant Filippo Frattaroli, in his official capacity as Trustee of the 415 Hanover Street Realty Trust ("Filippo Frattaroli")**, is the trustee of the 415 Hanover Street Realty Trust, a trust that on information and belief is recorded in Suffolk County. His usual business address is 9 Mt. Vernon St. Ste. B, Winchester, MA 01890. At all relevant times, Filippo Frattaroli owned the unit located at the labeled address 8 Harris Street #6, Boston, MA 02109. On

information and belief, he used the real estate brokering services of Anzalone Realty at all relevant times.

25. **Defendant East Coast R.E. Ltd. d/b/a East Coast Realty (“East Coast Realty”)** is a corporation registered to do business in Massachusetts. Its usual place of business is 1212 Commonwealth Ave. #1, Allston, MA 02134. At all relevant times, East Coast Realty was in the real estate business and brokered the rental of apartments in Suffolk County and/or neighboring counties.

26. **Defendant One Forty Five Princeton, LLC** is a corporation registered to do business in Massachusetts. Its usual place of business (where its records are maintained and its manager’s business address) is 50 Franklin St., Ste. 400, Boston, MA 02110. At all relevant times, One Forty Five Princeton, LLC was the owner of the unit at 147 Princeton St #U-3, Boston, MA 02128. On information and belief, it used the real estate brokering services of East Coast Realty at all relevant times.

27. **Defendant New Wave Boston Real Estate LLC** is an administratively dissolved corporation. At all relevant times, it was registered to do business in Massachusetts. Its usual place of business (where its records are maintained and its manager’s business address) was 164 Newbury St., Penthouse Ste., Boston, MA 02116. At all relevant times, New Wave Boston Real Estate LLC was in the real estate business and brokered the rental of apartments in Suffolk County and/or neighboring counties.

28. **Defendant 15-19 Queensberry Street, LLC** is a corporation registered to do business in Massachusetts. Its usual place of business (where its records are maintained and its manager’s business address) is 896 Beacon St., Boston, MA 02215. At all relevant times, 15-19 Queensberry Street, LLC was the owner of the unit at 19 Queensberry St. #2, Boston, MA 02215.

On information and belief, it used the real estate brokering services of New Wave Boston Real Estate LLC at all relevant times.

29. **Defendant Prestige Real Estate, Inc. d/b/a LAER Realty Partners (“LAER Realty Partners”)** is a corporation registered to do business in Massachusetts. Its usual place of business is 173 Chelmsford St., Chelmsford, MA 01824. At all relevant times, LAER Realty Partners was in the real estate business and brokered the rental of apartments in Suffolk County and/or neighboring counties.

30. **Defendant Carl T. Cincotti Sr., in his official capacity as Trustee of the Cooper Street Irrevocable Trust (“Carl T. Cincotti Sr.”)**, was at all relevant times a trustee of the Cooper Street Irrevocable Trust, a trust recorded in Suffolk County. His residence is 2 Yeomans Ave., Medford, MA 02155. Carl T. Cincotti Sr. was at all relevant times one of two co-owners of the unit at 7 Cooper St. #3, Boston, MA 02113. On information and belief, he used the real estate brokering services of LAER Realty Partners at all relevant times.

31. **Defendant Michelina M. Cincotti, in her official capacity as Trustee of the Cooper Street Irrevocable Trust (“Michelina M. Cincotti”)**, was at all relevant times a trustee of the Cooper Street Irrevocable Trust, a trust recorded in Suffolk County. Her residence is 2 Yeomans Ave., Medford, MA 02155. Michelina M. Cincotti was at all relevant times one of two co-owners of the unit at 7 Cooper St. #3, Boston, MA 02113. On information and belief, she used the real estate brokering services of LAER Realty Partners at all relevant times.

32. **Defendant Concept Property Group LLC** is a corporation registered to do business in Massachusetts. Its usual place of business is 179 Newbury St., Boston, MA 02116. At all relevant times, Concept Property Group LLC was in the real estate business and brokered the rental of apartments in Suffolk County and/or neighboring counties.

33. **Defendant Bobson Residential, LLC** is a corporation registered to do business in Massachusetts. Its usual place of business (where its records are maintained and its manager’s business address) is 125 High St., Ste. 2111, Boston, MA 02114. At all relevant times, Bobson Residential, LLC was the owner of the unit at 100 Hemenway St. #107, Boston, MA 02115. On information and belief, it used the real estate brokering services of Concept Property Group LLC at all relevant times.

34. **Defendant Zeus Living, Inc.** is a California corporation. Its usual place of business is 888 Marin St., Unit B, San Francisco, CA 94124. It first registered to do business in Massachusetts on December 31, 2019, and has continuously been registered since May 27, 2022, when the Secretary of the Commonwealth reinstated its registration. At all relevant times, Zeus Living, Inc. was in the residential rental and property-management business and brokered the rental of apartments in Suffolk County and/or neighboring counties.

35. Zeus Living, Inc. offered apartments for rent across the Boston area, listing them on its own website<sup>1</sup> as well as for monthly leases on third-party websites like Zillow.com (“Zillow”). It described itself to property owners as “an equal housing opportunity provider that specializes in furnished housing for corporate partners and the modern traveler.”<sup>2</sup> Zeus Living, Inc. explained that it would “take on the hard work of property care, tenant selection, vetting, rent, and tenant relationship management,” “guarantee[ing] [the owner would] get paid on time every month

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<sup>1</sup> See, e.g., Zeus Living, Inc., *Boston* (Nov. 10, 2023), <https://web.archive.org/web/20231110192608/https://zeusliving.com/homes/furnished/boston>.

<sup>2</sup> Zeus Living, Inc., *Frequently Asked Questions* (#75) (Nov. 10, 2023), [https://web.archive.org/web/20231110192623/https://zeusliving.com/faq#js-landing-faq-question\\_75](https://web.archive.org/web/20231110192623/https://zeusliving.com/faq#js-landing-faq-question_75).

while realizing above market rental income.”<sup>3</sup> Zeus Living, Inc. marketed its services as including “find[ing] the perfect residents” and “screen[ing] each resident to make sure that they will take care of [the owner’s] property.”<sup>4</sup> It regularly contracted with Massachusetts property owners to provide its services and charged them fees.<sup>5</sup>

36. **Defendant Hamilton Battle Green LLC** is a corporation registered to do business in Massachusetts. Its usual place of business (where its records are maintained and its manager’s business address) is 39 Brighton Ave., Boston, MA 02134. At all relevant times, Hamilton Battle Green LLC was the owner of the unit at 34 Worthen Rd. #A3, Lexington, MA 02421. On information and belief, it used the real estate brokering services of Zeus Living, Inc. at all relevant times.

37. **Defendant Sandra Suarez** is an individual. Her residence is 103 Washington St., Lynn, MA 01902. At all relevant times, she was a salesperson licensed by the Board of Registration of Real Estate Brokers and Salespersons and was in the real estate business, involved with the rental of apartments in Suffolk County and/or neighboring counties.

38. **Defendant Ladd M. Martin Jr., in his official capacity as Trustee of the Marvel Realty Trust (“Ladd M. Martin Jr.”)**, is a trustee of the Marvel Realty Trust, a trust recorded in Suffolk County. His residence is 24 Donovan Farm Way, Norwell, MA 02061. At all relevant times, Ladd M. Martin Jr. was one of two co-owners of the unit at 55 Joy St. #1, Boston, MA 02114. On

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<sup>3</sup> Zeus Living, Inc., *Owners* (Nov. 10, 2023), <https://web.archive.org/web/20231110192609/https://zeusliving.com/property-management>.

<sup>4</sup> *Id.*

<sup>5</sup> *Id.* (“When you sign an agreement with Zeus, you can be confident your home is in great hands.”); Zeus Living, Inc., *Frequently Asked Questions (#84)* (Nov. 10, 2023), [https://web.archive.org/web/20231110192623/https://zeusliving.com/faq#js-landing-faq-question\\_84](https://web.archive.org/web/20231110192623/https://zeusliving.com/faq#js-landing-faq-question_84) (describing fees).

information and belief, he used the real estate brokering services of Sandra Suarez at all relevant times. at all relevant times. at all relevant times. at all relevant times.

39. **Defendant Russell L. Peterson, in his official capacity as Trustee of the Marvel Realty Trust**, is a trustee of the Marvel Realty Trust, a trust recorded in Suffolk County. His residence is 28321 Terrazza Lane, Naples, FL 34110. At all relevant times, Russell L. Peterson was one of two co-owners of the unit at 55 Joy St. #1, Boston, MA 02114. On information and belief, he used the real estate brokering services of Sandra Suarez at all relevant times.

40. On information and belief, Russell L. Peterson regularly received rental payments associated with the unit at 55 Joy St. #1, Boston, MA 02114 and paid real estate taxes to the Commonwealth during the relevant time period.

41. This complaint refers to Defendants Charlesgate Realty Group, LLC; Harvard Ave. Realty Inc.; Anzalone Realty; East Coast Realty; New Wave Boston Real Estate LLC; LAER Realty Partners; Concept Property Group LLC; Zeus Living, Inc.; and Sandra Suarez collectively as the **“Broker Defendants.”**<sup>6</sup>

42. This complaint refers to Defendants Zee 219 Commonwealth LLC; Evelyn Saleh; Filippo Frattaroli; One Forty Five Princeton, LLC; 15-19 Queensberry Street, LLC; Carl T. Cincotti Sr.; Michelina M. Cincotti; Bobson Residential, LLC; Hamilton Battle Green LLC; Ladd M. Martin Jr.; and Russell L. Peterson collectively as the **“Owner Defendants.”**

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<sup>6</sup> Real estate brokers and salespersons have different roles, though salespersons are always brokers’ representatives. G. L. c. 112, § 87RR. For ease of reading, this complaint refers to brokers and salespersons alike as “brokers” and their services as “brokering.”

## STATEMENT OF FACTS

### *Housing Vouchers Increase Access to Affordable Housing and High-Opportunity Neighborhoods*

43. The Housing Choice Voucher Program (“**HCVP**”), a successor to the Section 8 Rental Voucher or Rental Certificate Program, is a federally funded housing-subsidy program designed to allow low-income families to obtain safe, decent, and affordable housing. As of November 2023, the HCVP assisted over 90,000 households across Massachusetts,<sup>7</sup> a majority of whose members are seniors, children, or people with disabilities.<sup>8</sup>

44. Massachusetts offers a parallel state-funded housing-assistance program, the Massachusetts Rental Voucher Program (“**MRVP**”), which works in conjunction with the HCVP. As of December 2022, the MRVP assists approximately 10,000 households across the Commonwealth. It is the largest state-funded rental-assistance program in the country.<sup>9</sup>

45. Massachusetts also offers the Alternative Housing Voucher Program (“**AHVP**”), which works alongside the HCVP and MRVP. It assists people with disabilities who are under 60 years old. As of January 2019, the AHVP assisted 475 people across the Commonwealth.<sup>10</sup>

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<sup>7</sup> Office of Housing Choice Vouchers, HUD, *Housing Choice Voucher (HCV) Data Dashboard* (Nov. 2023), [https://www.hud.gov/program\\_offices/public\\_indian\\_housing/programs/hcv/dashboard](https://www.hud.gov/program_offices/public_indian_housing/programs/hcv/dashboard) (under “The HCV Data Dashboard,” go to page 2; under “Select a State,” select “MA”).

<sup>8</sup> Ctr. on Budget & Policy Priorities, *Massachusetts Federal Rental Assistance Fact Sheet 1* (Jan. 18, 2022), <https://www.cbpp.org/sites/default/files/atoms/files/12-10-19hous-factsheet-ma.pdf>.

<sup>9</sup> Ctr. for State Pol’y Analysis, *A Right to Rental Assistance in Massachusetts: How Policy Change Can Advance Equitable Housing 3* (Dec. 14, 2022), <https://www.tbf.org/-/media/tbf/reports-and-covers/2022/december/rental-assistance-ma-2022.pdf>.

<sup>10</sup> Disability Pol’y Consortium & Boston Ctr. for Independent Living, *Alternative Housing Voucher Program (AHVP) 1* (Jan. 2019), [https://mahomeless.org/wp-content/uploads/2019/01/images\\_AHVP\\_Fact\\_sheet\\_for\\_FY19\\_v2.pdf](https://mahomeless.org/wp-content/uploads/2019/01/images_AHVP_Fact_sheet_for_FY19_v2.pdf).

46. This complaint refers to the HCVP, MRVP, and AHVP collectively as the “**Housing Choice Voucher Programs**,” and the vouchers they issue as “**Housing Choice Vouchers**.”

47. In the Boston metropolitan area, the entities tasked with administering the Housing Choice Voucher Programs are municipal housing authorities, including the Boston Housing Authority (“**BHA**”) and other municipalities’ housing authorities, such as the Brookline Housing Authority and the Lexington Housing Authority.

48. Housing Choice Vouchers are tenant-based subsidies that allow low-income families to live in the privately owned residences of their choice by covering a portion of the recipients’ rent. Unlike “project-based” subsidies, they are not linked to any particular housing complex, building, or unit. Rather, these vouchers give their holders flexibility by allowing them to rent housing in the private market at market rates.

49. Once provided with a Housing Choice Voucher, the voucher holder is responsible for finding their own residence within a certain time. Although extensions are sometimes allowed, vouchers typically expire if the voucher holder is unable to secure housing within 120 days of receiving the voucher.

50. The amount of a voucher holder’s subsidy depends on the local housing authority’s “payment standards,” which represent the maximum monthly payment that the authority will make based on the size of the unit or the family. Typically, though, the voucher holder pays at least 30% of their monthly income toward rent and the authority covers the rest.

51. The Housing Choice Voucher Programs thus provide voucher holders with the opportunity to live in a broad range of neighborhoods, including affluent or mixed-income neighborhoods that many low-income people otherwise could not afford.

52. Vouchers are supposed to allow families to “consider several housing choices to secure the best housing for the family needs.”<sup>11</sup> For many voucher holders, that means housing in neighborhoods with higher tax bases, which often have quality public schools and offer residents greater economic opportunity, increased social mobility, and even improved health outcomes.<sup>12</sup>

53. Put simply, the Housing Choice Voucher Programs are meant to give qualified low-income people the agency and wherewithal to choose the neighborhood they believe is best for their families. However, the cost barrier that the Housing Choice Voucher Programs reduce is not the only obstacle for low-income people who want to move to higher-opportunity areas.

*Voucher Discrimination Is Rampant in Greater Boston*

54. For years, investigators and researchers have found that discrimination against voucher holders is pervasive among Boston-area landlords and brokers.

55. A 2020 testing study of Greater Boston by Suffolk University Law School found evidence of voucher-based discrimination in 86% of tests, with housing providers—often professional real estate brokers—frequently screening out voucher holders by ceasing communications with applicants who expressed the intent to use a voucher.<sup>13</sup>

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<sup>11</sup> HUD, *Housing Choice Vouchers Fact Sheet*, [https://www.hud.gov/topics/housing\\_choice\\_voucher\\_program\\_section\\_8](https://www.hud.gov/topics/housing_choice_voucher_program_section_8) (last visited Feb. 14, 2024).

<sup>12</sup> Alexandra M. Curley et al., Fed. Reserve Bank of Boston, Issue Brief 2019-3, *Barriers and Opportunities in the Housing Voucher Program: The Importance of Race in the Housing Search Process* 4 (2019), <https://www.bostonfed.org/publications/community-development-issue-briefs/2019/barriers-opportunities-housing-voucher-program.aspx> (“Full Brief (pdf)” link).

<sup>13</sup> Jamie Langowski et al., Suffolk Univ. L. Sch., *Qualified Renters Need Not Apply: Race and Voucher Discrimination in the Greater Boston Rental Housing Market* 11 (2020), [https://www.suffolk.edu/-/media/suffolk/documents/news/2020/law-news/rental\\_housing\\_study\\_july2020.pdf](https://www.suffolk.edu/-/media/suffolk/documents/news/2020/law-news/rental_housing_study_july2020.pdf).

56. As Ashley Grant, director of fair housing enforcement at the Suffolk University Housing Discrimination Testing Program, explains:

“[Voucher holders] describe feeling hopeless, worried that they’re never going to find an apartment that will take their voucher. They’re also afraid they’re going to lose their voucher if they can’t use it, and then they’ll become homeless. When you add in additional factors, like having a disability, having young children or being a person of color, that housing search becomes even more challenging.”<sup>14</sup>

57. Discrimination restricts the mobility of all voucher holders, but is particularly acute for communities of color. Black and Hispanic families in Greater Boston are already concentrated in poorer neighborhoods with fewer public resources than similarly situated white families.<sup>15</sup> Widespread voucher discrimination perpetuates this segregation, and the accompanying disparity in opportunity for Black and Hispanic communities, by further limiting the housing options available to voucher holders outside poorer neighborhoods.

58. Researchers have found that voucher holders often wish to choose neighborhoods with well-resourced schools, but that daunting obstacles—like landlords and brokers’ refusal to accept vouchers—often stymie their choice.<sup>16</sup> It is no surprise, then, that a 2016 study of BHA data found that 76% of Boston-area voucher recipients lived in lower-opportunity neighborhoods.<sup>17</sup>

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<sup>14</sup> Tréa Lavery, *Changes to Rental Vouchers in Mass. Aim to Improve Housing Choice for Low-Income Residents*, MASSLIVE (Dec. 7, 2023), <https://www.masslive.com/news/2023/12/changes-to-section-8-in-mass-aim-to-improve-housing-choice-for-low-income-residents.html>.

<sup>15</sup> John R. Logan, Fed. Reserve Bank of Boston, *Separate and Unequal: Residential Segregation* 22 (2016), <https://www.bostonfed.org/publications/communities-and-banking/2016/winter/separate-and-unequal-residential-segregation.aspx> (“PDF of the article” link).

<sup>16</sup> Kirk McClure & Alex Schwartz, *Movement toward High Opportunity and Racial and Ethnic Integration for Hispanics in the Housing Choice Voucher Program*, 23 CITYSCAPE: J. POL’Y DEV. & RSCH. 139 (2021), <https://www.huduser.gov/portal/periodicals/cityscpe/vol23num3/ch5.pdf>.

<sup>17</sup> Curley et al., *supra* note 12, at 5.

59. Voucher discrimination can also extend the time that voucher holders are forced to stay in homeless shelters or on the street as they search for a landlord willing to accept their subsidy. Studies show that “[h]ousing vouchers sharply reduce homelessness and housing instability,” but only if they can be used.<sup>18</sup>

60. Defendants’ discriminatory policies and practices are especially harmful given the Commonwealth’s ongoing affordable housing crisis. Massachusetts—and Greater Boston in particular—has become one of the most expensive housing markets in the country, putting intense financial strain on low-income families. In 2023, the average fair market rent for a two-bedroom unit in Greater Boston was more than 80% higher than the national average.<sup>19</sup> At a time when Boston’s affordable housing stock is already acutely limited, Defendants’ conduct further restricts the options available to voucher holders.

61. In practice, this makes it enormously difficult for voucher holders to secure housing within their 120-day time limit, increasing the risk that they will lose their voucher and be stuck in substandard housing or face homelessness in the long term. And the prospect of homelessness is especially dangerous for families right now, as the Commonwealth has declared a state of emergency due in large part to “a severe lack of shelter availability.”<sup>20</sup>

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<sup>18</sup> Ctr. on Budget & Pol’y Priorities, *Massachusetts Housing Choice Vouchers Fact Sheet 1* (Aug. 9, 2017), [https://www.cbpp.org/sites/default/files/atoms/files/3-10-14hous-factsheets\\_ma.pdf](https://www.cbpp.org/sites/default/files/atoms/files/3-10-14hous-factsheets_ma.pdf).

<sup>19</sup> Nat’l Low Income Hous. Coal., *Out of Reach: The High Cost of Housing 4*, MA-130 (PDF p. 135) (2023), <https://nlihc.org/oor> (“Full Report” menu; “Download Full Report”).

<sup>20</sup> Press Release, Gov. Maura Healey & Lt. Gov. Kim Driscoll, *Governor Healey Declares State of Emergency, Calls for Support for Newly Arriving Migrant Families* (Aug. 8, 2023), <https://www.mass.gov/news/governor-healey-declares-state-of-emergency-calls-for-support-for-newly-arriving-migrant-families>.

62. Voucher discrimination often goes unpunished because the voucher holders are either unaware of their rights or lack the time and resources necessary to pursue accountability, particularly when their priority is securing housing within a time limit.

Massachusetts Law Prohibits Voucher Discrimination

63. To protect against discrimination and facilitate the use of Housing Choice Vouchers, it is illegal under Massachusetts law:

[f]or any person furnishing . . . rental accommodations to discriminate against any individual who is a recipient of federal, state, or local public assistance . . . or who is a tenant receiving federal, state, or local housing subsidies, including rental assistance or rental supplements, because the individual is such a recipient, or because of any requirement of such public assistance, rental assistance, or housing subsidy program.

G. L. c. 151B, § 4(10).

64. Massachusetts law also makes it unlawful:

[f]or any person to make print, or publish, or cause to be made, printed, or published any notice, statement or advertisement, with respect to the . . . rental of multiple dwelling . . . or other covered housing accommodations that indicates any preference, limitation, or discrimination based on . . . public assistance reciprocity . . . or an intention to make any such preference, limitation or discrimination except where otherwise legally permitted.

*Id.* § 4(7B).

65. Moreover, it is illegal:

[f]or any person, whether an employer or an employee or not, to aid, abet, incite, compel or coerce the doing of any of the acts forbidden under this chapter or to attempt to do so.

*Id.* § 4(5). Those “acts” include discrimination and the making of discriminatory statements.

66. Boston municipal law prohibits these acts. Mun. Code c. X, § 10-3.1, of the city of Boston.

67. The Commonwealth’s regulations concerning professional standards for brokers also prohibit these acts. 254 Code Mass. Regs. § 3.00(9)(c), (14)(f).

68. Brokers' licensing process exposes them to state antidiscrimination laws. The required pre-licensure-exam education typically includes a section on fair housing law, their licensure exam includes questions about fair housing law, and their Commonwealth-approved continuing-education curriculum reviews the statutes described above.<sup>21</sup>

69. The Suffolk University Law School study discussed above, which involved testers contacting brokers to see if they would rent to voucher holders, showed that at the core of the problem are voucher holders' interactions with brokers acting on owners' behalf. As Professor Bill Berman put it: "[W]hy are [brokers] doing it? . . . [B]ecause they can, because their clients have asked them to. And they want the business."<sup>22</sup>

*Defendants Carry Out Discriminatory Policies and Practices*

70. The Broker Defendants are residential real estate brokers, while the Owner Defendants own, operate, control, supervise and/or manage, either directly or indirectly through their parent-subsidary or other business affiliations, the "**Subject Properties.**"

71. The Subject Properties are residential properties offered for rent in Boston or nearby municipalities by the Broker Defendants and Owner Defendants.

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<sup>21</sup> Freedom Trail Realty School, Inc., *All About Real Estate Classes in MA* (2024), <https://www.bostonrealestateclass.com/real-estate-classes-in-ma/>; PSI Servs. LLC, *Examination Candidate Information Bulletin 20* (Jan. 27, 2021), <https://www.mass.gov/doc/psi-candidate-information-bulletin-12921/download>; Bd. of Registration of Real Estate Brokers & Salespersons, Div. of Occupational Licensure, *RE19RC20: Fair Housing* (July 2020), <https://www.mass.gov/doc/re19rc12-fair-housing/download>.

<sup>22</sup> Craig LeMoult, *After Years of Waiting, Renters with Section 8 Vouchers Encounter Illegal Discrimination*, GBH (Aug. 7, 2023), <https://www.wgbh.org/news/housing/2022-10-06/renters-raise-the-alarm-on-illegal-discrimination>; see Langowski et al., *supra* note 13.

72. At all times relevant to this Complaint, the monthly rent listed by Defendants at each of the Subject Properties did not exceed the applicable Housing Choice Voucher Programs' payment standards.

73. As real estate brokers and/or owners or operators of residential real estate, Defendants are required to comply with Massachusetts antidiscrimination laws.

74. The Broker Defendants, their employees, and/or their agents stated to HRI's testers that the Owner Defendants would not accept Housing Choice Vouchers as a source of payment for rent at the Subject Properties.

75. Defendants' acts, policies, and practices constitute discrimination; discriminatory statements; and inciting, aiding, and abetting those actions, all of which are illegal under Massachusetts law.

76. That conclusion arises from HRI's fair housing testing investigation of Boston-area rental housing to determine the existence and scope of voucher discrimination, carried out between January and October 2023.

77. Testers query landlords and brokers to determine whether they comply with applicable fair housing laws. For decades, testing has been essential to ensure that antidiscrimination statutes, housing-related or otherwise, are achieving their intended effects. When people experience discrimination, they often do not know that their rights have been violated at all, let alone what can be done about it. Because coordinated testing investigations are able to detect patterns and practices across many incidents, they can spot and ultimately root out systemic

discrimination. As the Department of Justice puts it, “testing can be a valuable tool to investigate housing . . . market practices and to document illegal discrimination.”<sup>23</sup>

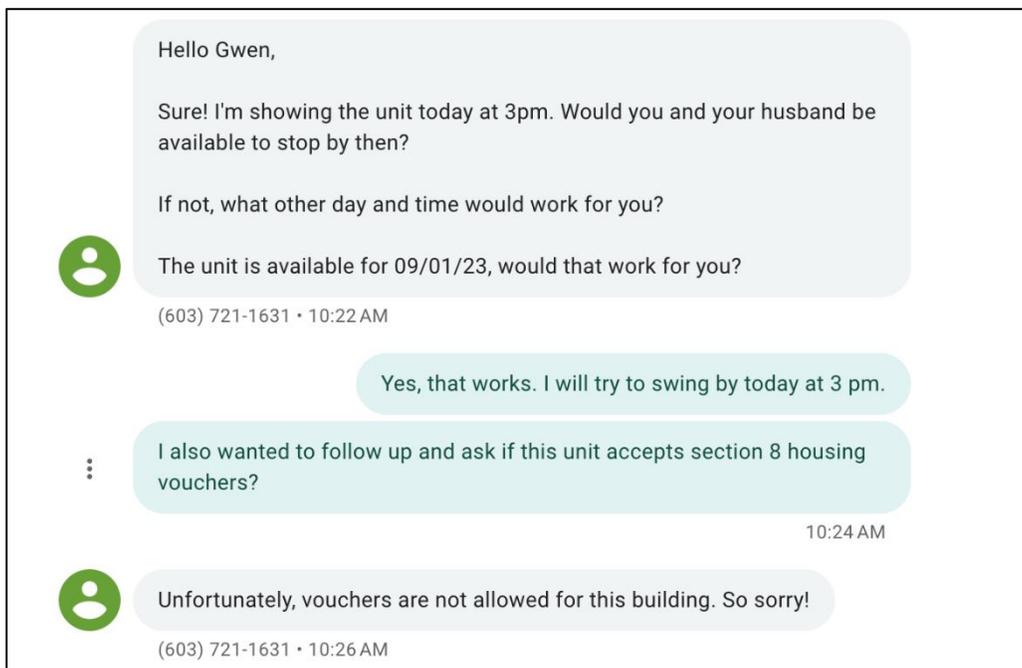
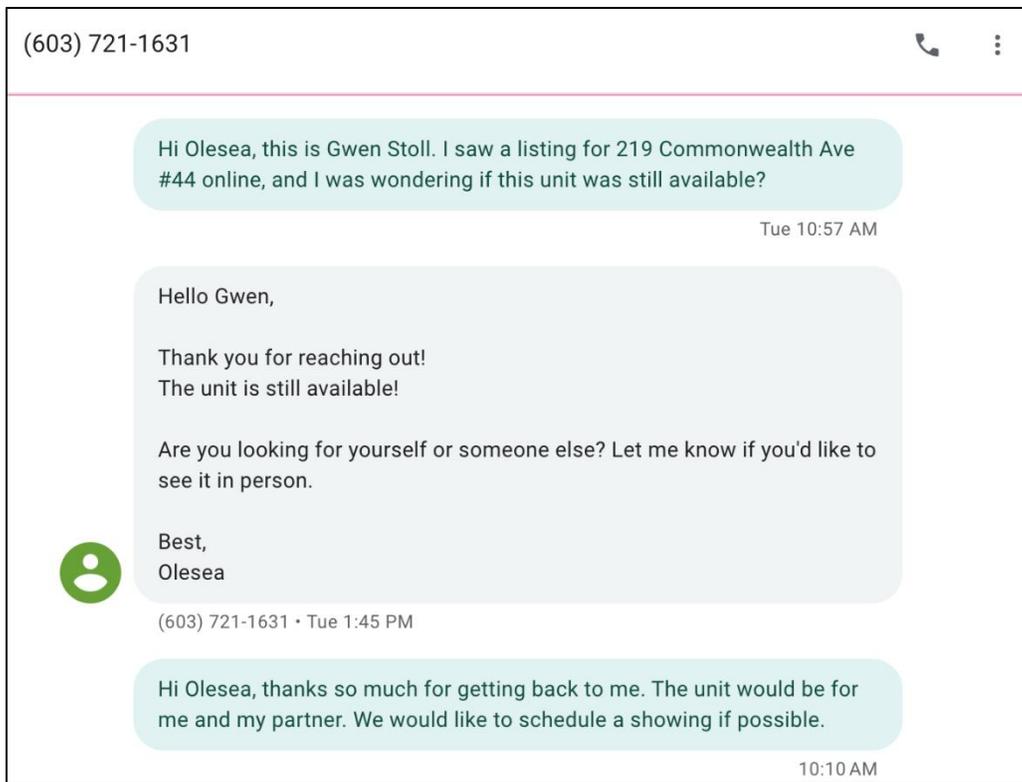
78. HRI’s testers investigated the policies and practices of brokers and landlords throughout the Boston area. They first identified public advertisements for residential apartments that complied with the Housing Choice Voucher Programs’ payment standards. Then, the testers called and/or sent text messages to the listed telephone numbers. HRI did not record the calls.

79. Typically, the conversations started out friendly and solicitous. Brokers were typically eager to talk with the tester, learn about what the tester wanted in an apartment, and organize showings. But all too often, as described below, the conversations’ tenor shifted abruptly—and stopped altogether—as soon as the testers presented themselves as voucher holders.

80. On July 12, 2023, an HRI fair housing tester presenting as a prospective tenant contacted Charlesgate Realty Group, LLC concerning an available apartment at 219 Commonwealth Ave #44, Chestnut Hill, MA 02467 listed on Trulia. At all relevant times, Zee 219 Commonwealth LLC owned the apartment. The listing advertised a one-bedroom apartment for \$2,900 per month. The tester sent a text message to the listing’s phone number, (603) 721-1631, which is associated with a broker named Olesea Bejan. When the tester asked if a Housing Choice Voucher could be used, the broker replied that it would not be accepted:

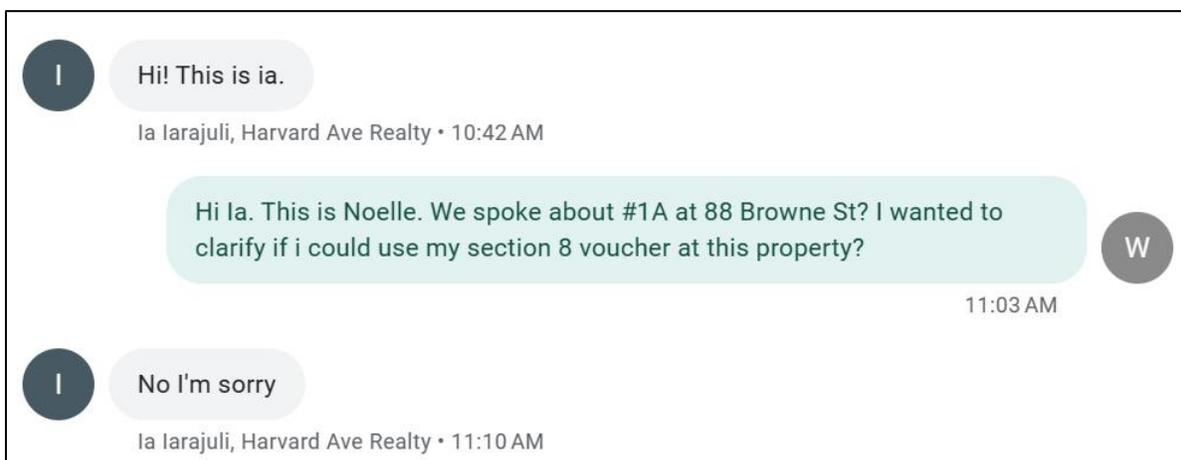
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<sup>23</sup> Civ. Rts. Div., DOJ, *Fair Housing Testing Program* (June 13, 2023), <https://www.justice.gov/crt/fair-housing-testing-program-1>.



81. On information and belief, Charlesgate Realty Group, LLC performed these actions on behalf of Zee 219 Commonwealth LLC and was acting as an agent of Zee 219 Commonwealth LLC at the time of the tester's inquiry.

82. On October 19, 2023, an HRI fair housing tester presenting as a prospective tenant called Harvard Ave. Realty Inc. concerning an available apartment at 88 Browne St. #1A, Brookline, MA 02446 listed on Zillow, speaking with a broker named Ia Larajuli. At all relevant times, Evelyn Saleh owned the apartment. The listing advertised a three-bedroom apartment for \$4,850 per month. The broker, using the phone number (201) 927-1089, followed up by text message. When the tester asked if a Housing Choice Voucher could be used, the broker replied that it would not be accepted:

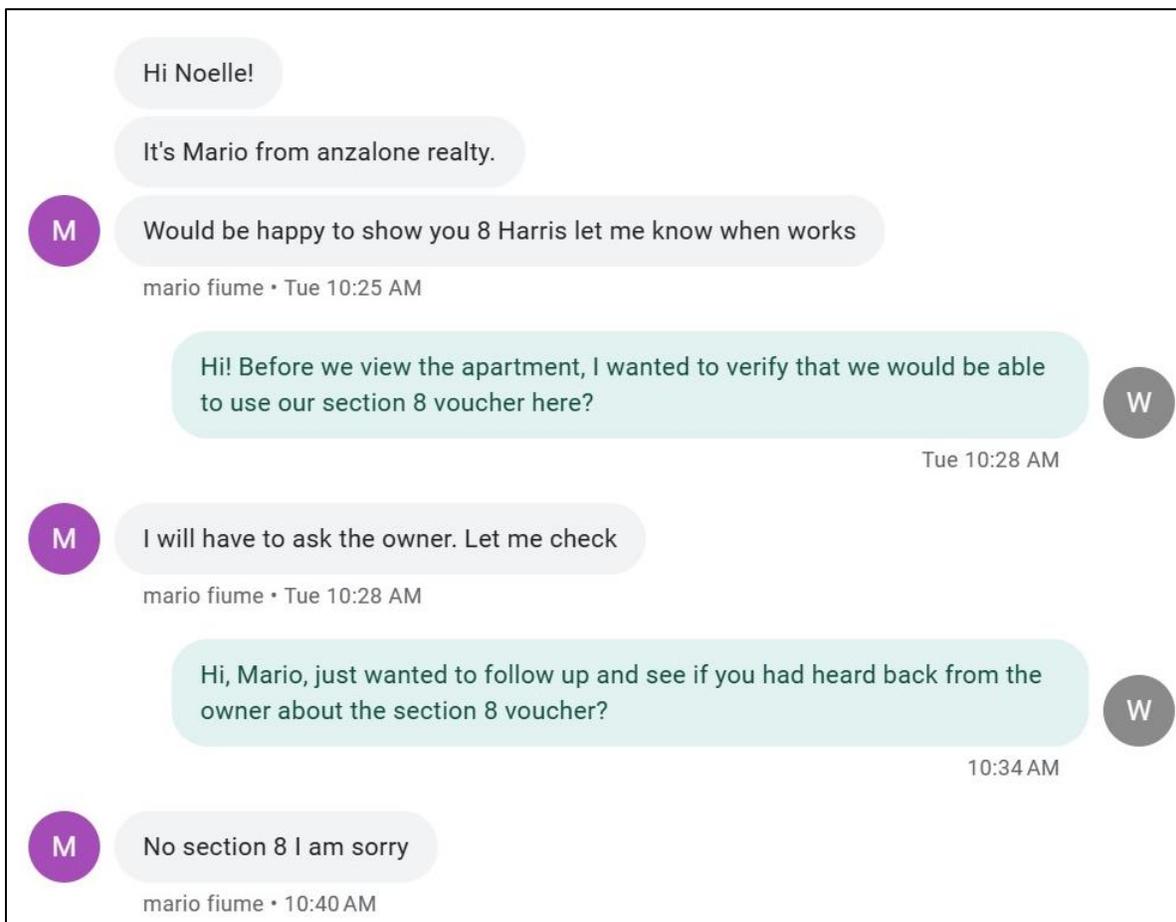


83. On information and belief, Harvard Ave. Realty Inc. performed these actions on behalf of Evelyn Saleh and was acting as an agent of Evelyn Saleh at the time of the tester’s inquiry.

84. On October 10, 2023, an HRI fair housing tester presenting as a prospective tenant called Anzalone Realty concerning an available apartment at 8 Harris St. #6, Boston, MA 02109 listed on Zillow, speaking with a broker named Mario Fiume.<sup>24</sup> At all relevant times, Filippo Frattaroli owned the apartment. The listing advertised a one-bedroom apartment for \$3,200 per month. The broker, using the phone number (781) 727-9802, followed up by text message. When

<sup>24</sup> While the building is labeled with this address, Suffolk County and Boston land and tax records show its address as 415 Hanover St., Boston, MA 02215.

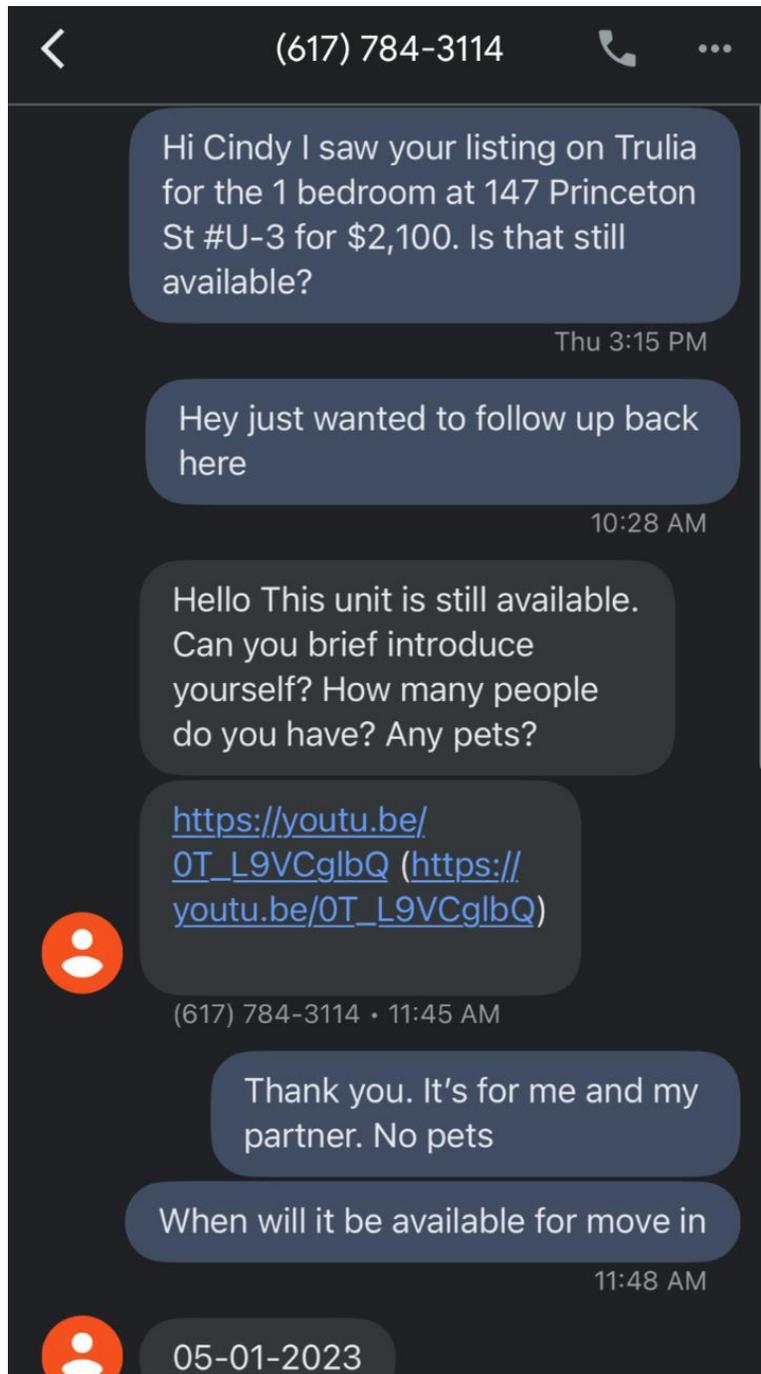
the tester asked if a Housing Choice Voucher could be used, the broker replied that it would not be accepted:

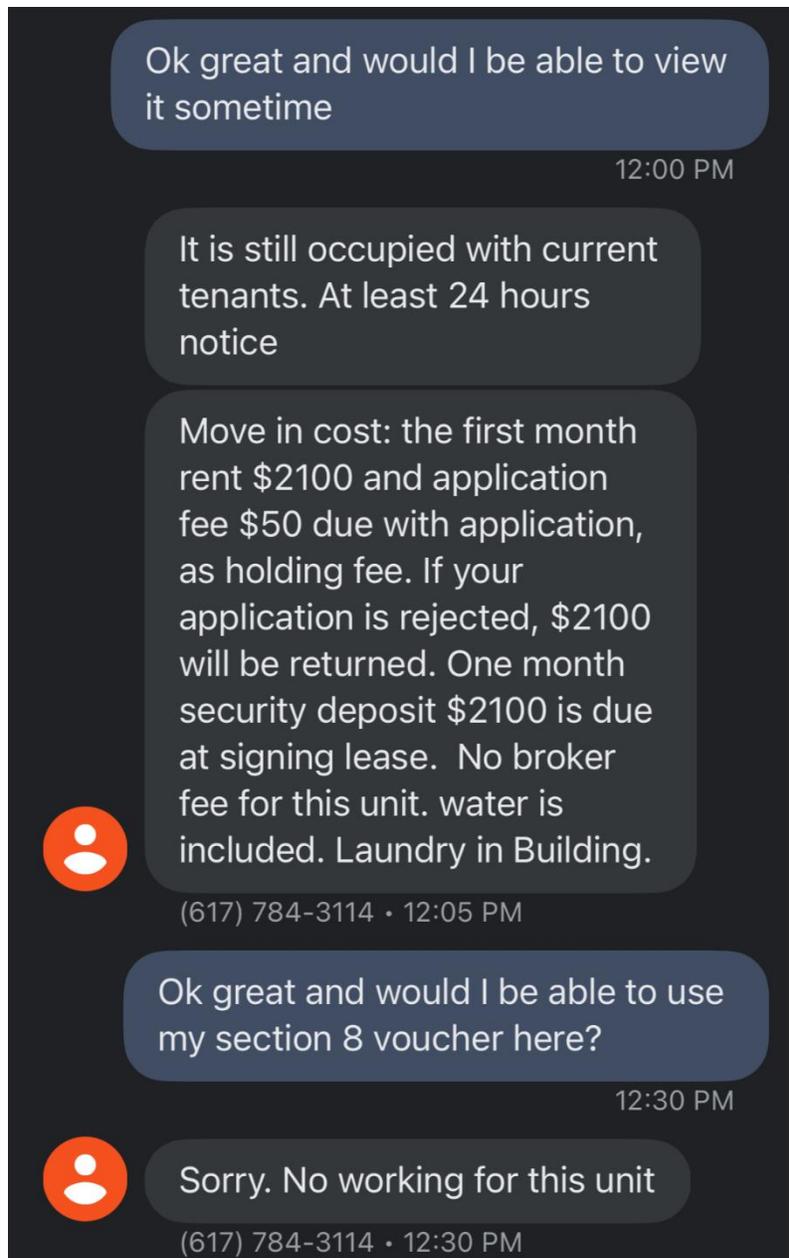


85. On information and belief, Anzalone Realty performed these actions on behalf of Filippo Frattaroli and was acting as an agent of Filippo Frattaroli at the time of the tester’s inquiry.

86. On March 30, 2023, an HRI fair housing tester presenting as a prospective tenant called East Coast Realty concerning an available apartment at 147 Princeton St. #U-3 Boston, MA 02128 listed on Trulia.com (“Trulia”). At all relevant times, One Forty Five Princeton, LLC owned the apartment. The listing advertised a one-bedroom apartment for \$2,100 per month. Receiving no response, the tester followed up by text message to the listing’s phone number, (617) 784-3114,

which is associated with a broker named Cindy You. When the tester asked if a Housing Choice Voucher could be used, the broker replied that it would not be accepted:

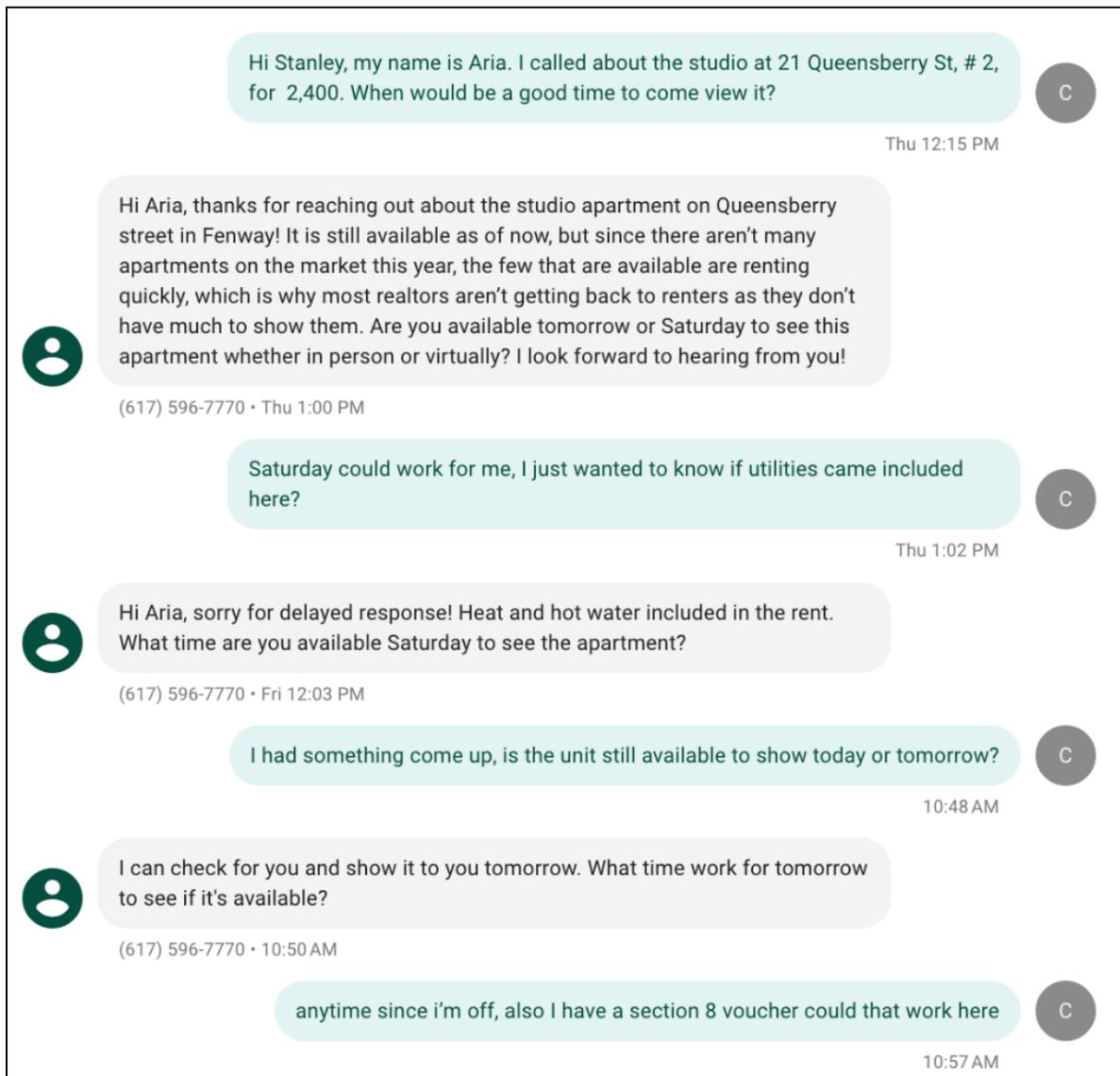




87. On information and belief, East Coast Realty performed these actions on behalf of One Forty Five Princeton, LLC and was acting as an agent of One Forty Five Princeton, LLC at the time of the tester's inquiry.

88. On March 2, 2023, an HRI fair housing tester presenting as a prospective tenant contacted New Wave Boston Real Estate LLC concerning an available apartment listed at 21

Queensberry St. #2, Boston, MA 02215 on Zillow.<sup>25</sup> At all relevant times, 15-19 Queensberry Street, LLC owned the apartment. The listing advertised a studio apartment for \$2,400 per month. The tester sent a text message to the listing's phone number, (617) 818-6989, which is associated with a broker named Stanley Drouillard. When the tester asked if a Housing Choice Voucher could be used, the broker replied that it would not be accepted:



<sup>25</sup> This address is not recorded or assessed. Based on investigation, and on information and belief, the true address is 19 Queensberry St. #2, Boston, MA 02215.

 I'm not sure since this unit is market value so not sure. I don't have any apartments that I have that I know now accept voucher.

(617) 596-7770 • 4:16 PM

ooh ok is there a way to find out? that way I would know if I could come see it or not

 4:18 PM

Hi I haven't heard back just wondering if there's a way you'd be able to find out regarding the voucher

11:05 AM

I find out this unit is market rent and won't work for the voucher. What is the amount you approve for the voucher? I'm only asking to see if I have any other units there that can work for you!

 (617) 596-7770 • 11:09 AM

Hi my voucher allows me to look at a studio for up to 3284 and does that mean that my voucher wouldn't be accepted for this unit?

Tue 1:41 PM

Hi just wanted to follow up on my question

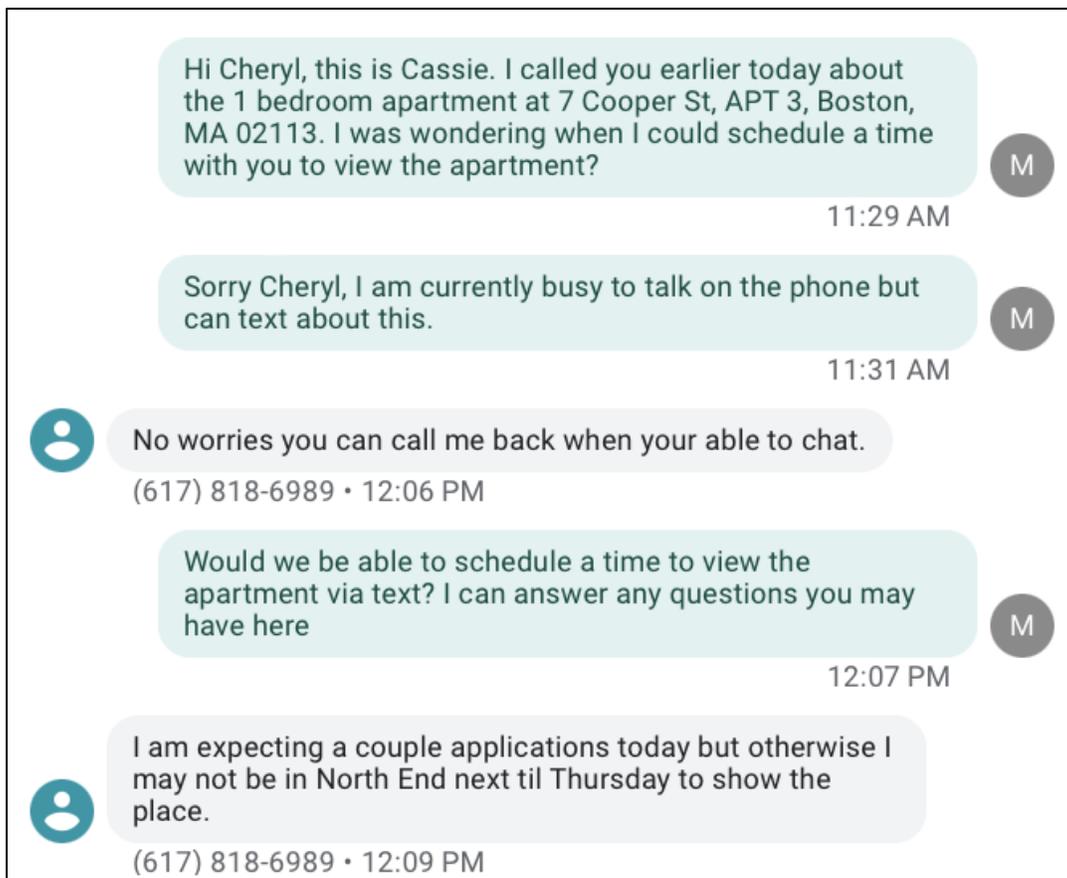
11:27 AM

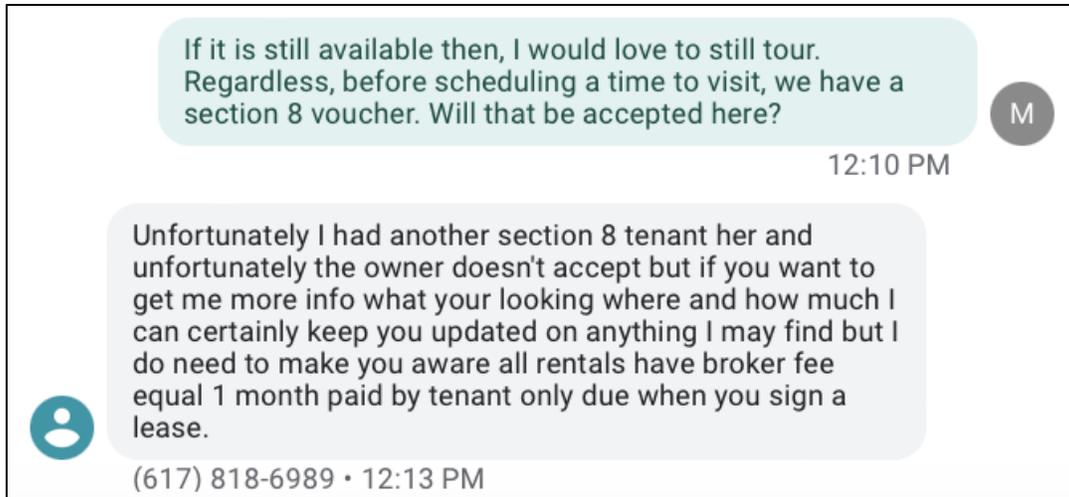
I do not have any apartment that accept voucher at the moment. Thanks for checking and good luck!

 (617) 596-7770 • 11:29 AM

89. On information and belief, New Wave Boston Real Estate LLC performed these actions on behalf of 15-19 Queensberry Street, LLC and was acting as an agent of 15-19 Queensberry Street, LLC at the time of the tester's inquiry.

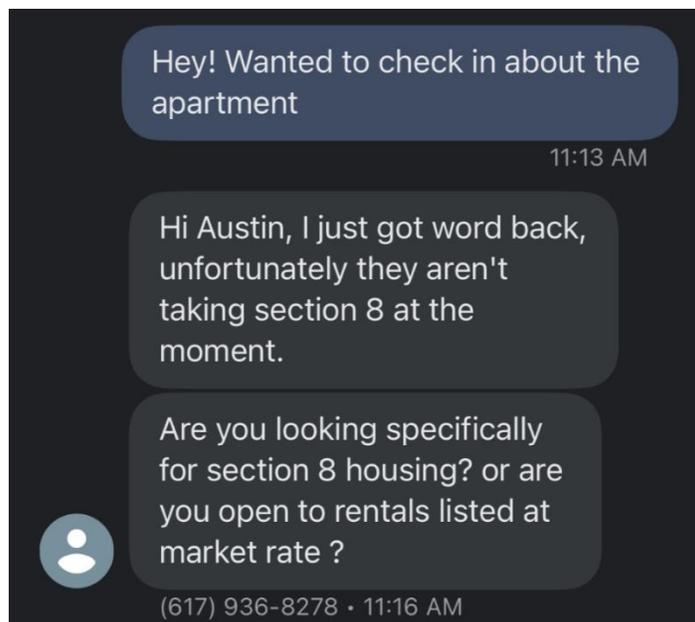
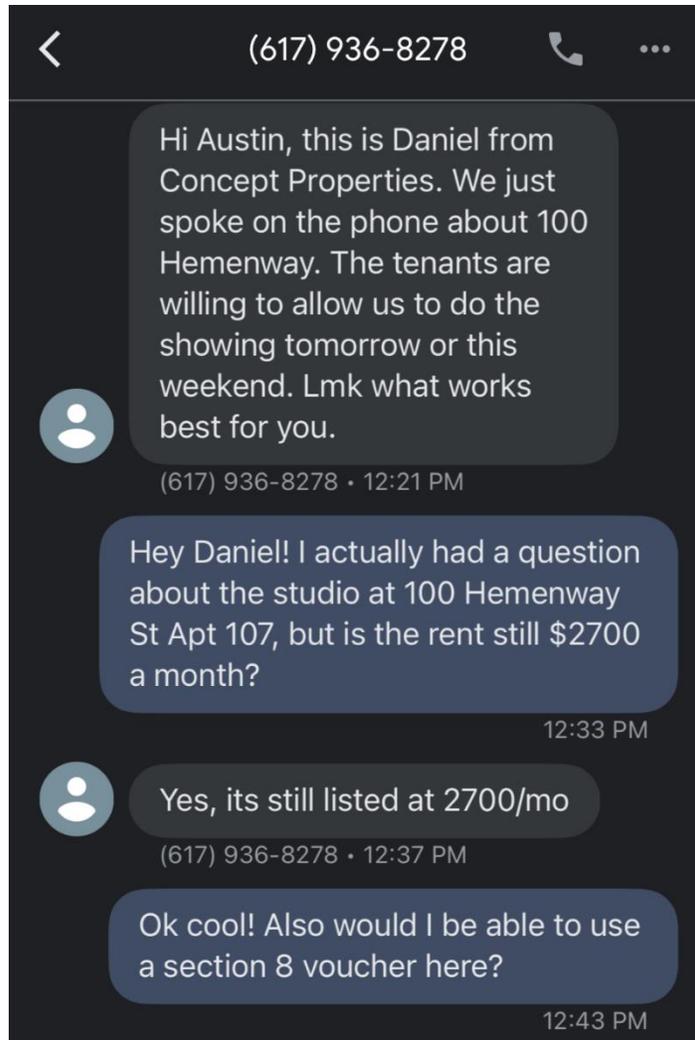
90. On July 31, 2023, an HRI fair housing tester presenting as a prospective tenant contacted LAER Realty Partners concerning an available apartment at 7 Cooper St. #3, Boston, MA 02113 listed on Trulia. At all relevant times, Zee 219 Commonwealth LLC owned the apartment. The listing advertised a one-bedroom apartment for \$2,100 per month. The tester sent a text message to the listing's phone number, (617) 818-6989, which is associated with a broker named Cheryl Maggio. When the tester asked if a Housing Choice Voucher could be used, the broker replied that it would not be accepted:





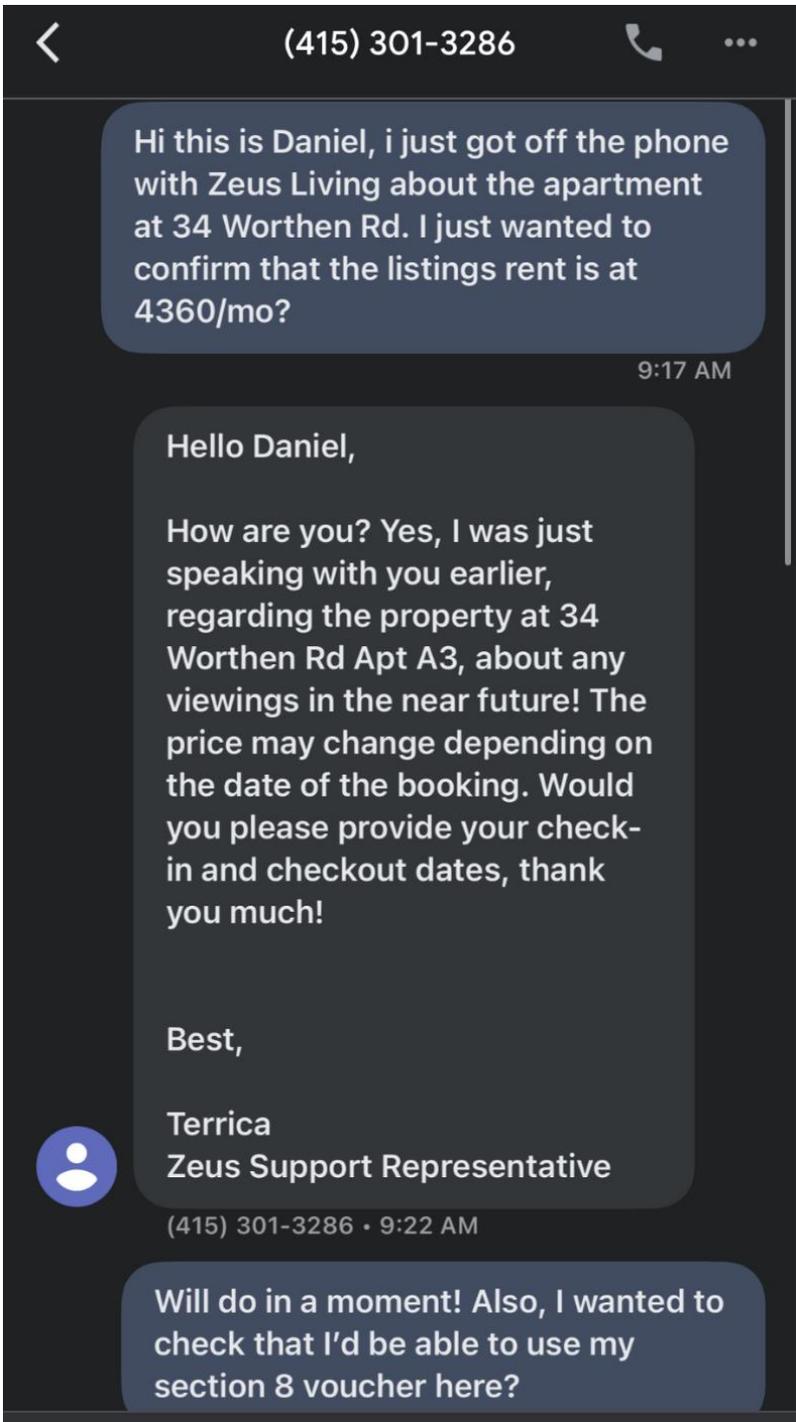
91. On information and belief, LAER Realty Partners performed these actions on behalf of Carl T. Cincotti Sr. and Michelina M. Cincotti and was acting as an agent of Carl T. Cincotti Sr. and Michelina M. Cincotti at the time of the tester's inquiry.

92. On February 22, 2023, an HRI fair housing tester presenting as a prospective tenant called Concept Property Group LLC concerning an available apartment at 100 Hemenway St. #107, Boston, MA 02115 listed on Zillow. At all relevant times, Bobson Residential, LLC owned the apartment. The listing advertised a studio apartment for \$2,700 per month. The broker followed up by text message using the phone number (617) 936-8278, which is associated with a broker named Daniel Nkwah. When the tester asked if a Housing Choice Voucher could be used, the broker replied that it would not be accepted:



93. On information and belief, Concept Property Group LLC performed these actions on behalf of Bobson Residential, LLC and was acting as an agent of Bobson Residential, LLC at the time of the tester's inquiry.

94. On June 7, 2023, an HRI fair housing tester presenting as a prospective tenant called Zeus Living, Inc. concerning an available apartment at 34 Worthen Rd. #A3, Lexington, MA listed on Zillow. At all relevant times, Hamilton Battle Green LLC owned the apartment. The listing advertised a two-bedroom apartment for \$4,360 per month. The tester was told to follow up by text message to the phone number (415) 301-3286, which was associated with a representative named "Terrica." When the tester asked if a Housing Choice Voucher could be used, the representative replied that it would not be accepted:



Hello Daniel,

Thank you so much for reaching back out, it is greatly appreciated! I have submitted a service ticket for the Booking team to assist further regarding if Zeus accepts the voucher. They will reach back out via text with an answer.

Thank you so much for your interest in wanting Zeus to host your stay, we are grateful for it!

Please have a safe and vibrant remainder of your day!

Best,

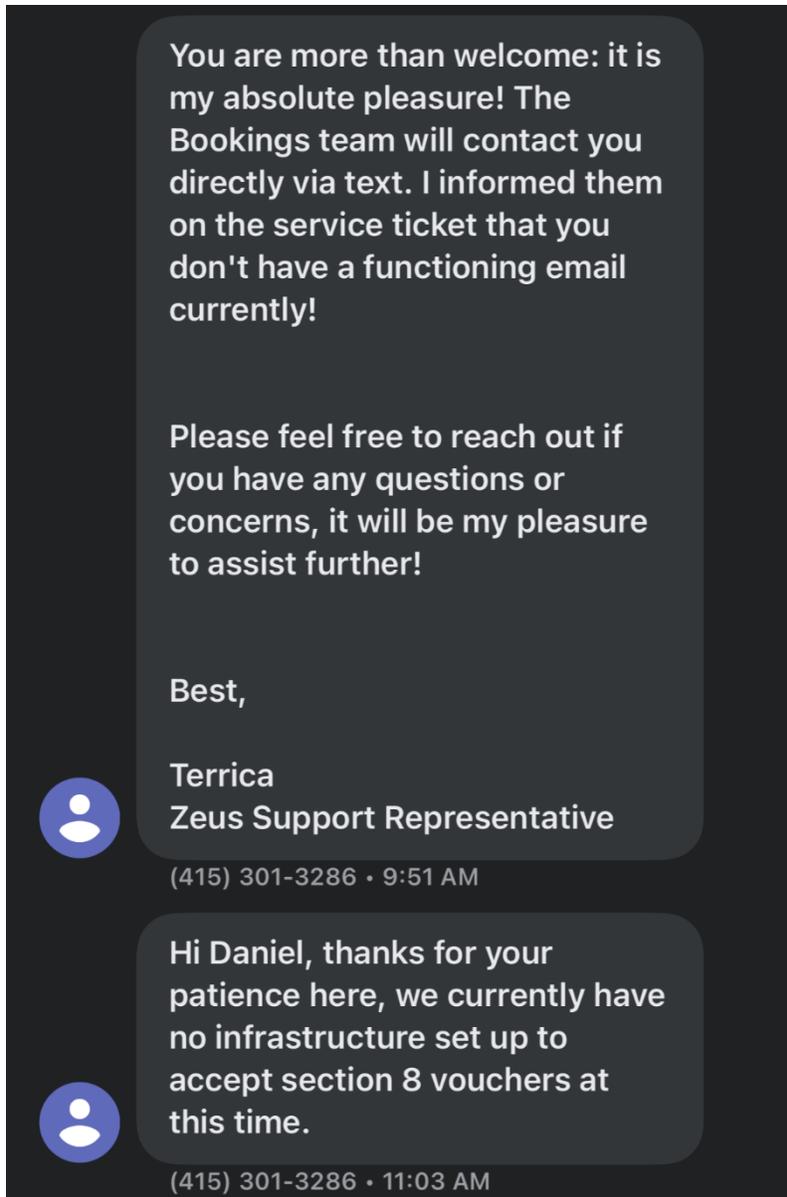


Terrica  
Zeus Support Representative

(415) 301-3286 • 9:45 AM

Thank you, please let me know when you get an answer!

9:48 AM

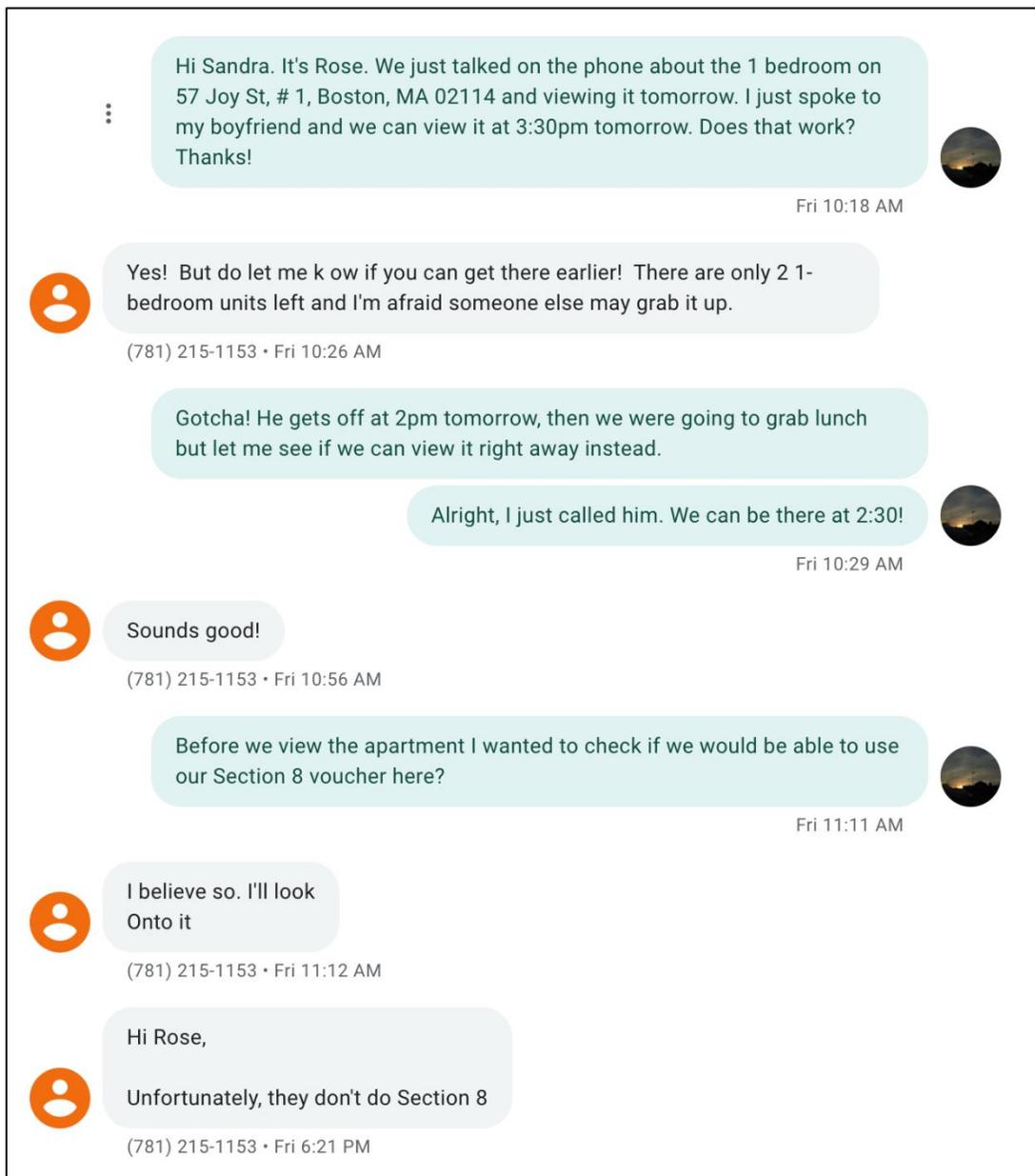


95. The HRI tester viewed the listing and Zeus Living’s contact information solely on Zillow.

96. On information and belief, Zeus Living, Inc. performed these actions on behalf of Hamilton Battle Green LLC and was acting as an agent of Hamilton Battle Green LLC at the time of the tester’s inquiry.

97. On June 30, 2023, an HRI fair housing tester presenting as a prospective tenant called Sandra Suarez concerning an available apartment at 57 Joy St #1, Boston, MA 02114 listed

on Zillow.<sup>26</sup> At all relevant times, Ladd M. Martin Jr. and Russell L. Peterson owned the apartment. The listing advertised a one-bedroom apartment for \$2,700 per month. Ms. Suarez, using the phone number (781) 215-1183, followed up by text message. When the tester asked if a Housing Choice Voucher could be used, Ms. Suarez replied that it would not be accepted:



<sup>26</sup> This address is not recorded or assessed. Suffolk County and Boston land and tax records show the true address as 57 Joy St #1, Boston, MA 02114.

98. On information and belief, Sandra Suarez performed these actions on behalf of Ladd M. Martin Jr. and Russell L. Peterson and was acting as an agent of Ladd M. Martin Jr. and Russell L. Peterson at the time of the tester's inquiry.

99. As alleged above, the refusals to accept vouchers were pervasive and egregious.

100. On information and belief, and based on the statements Defendants and their representatives made to HRI testers in the text messages reproduced above, Defendants have policies or practices of refusing to accept Housing Choice Vouchers at the Subject Properties, for which Defendants are the brokers, owners, or managers.

101. By their acts, policies, and practices, Defendants refuse to rent to people who intend to use Housing Choice Vouchers at their rental properties. In doing so, Defendants unlawfully discriminate against renters in the Boston area based on their receipt of public assistance and housing subsidies.

102. On information and belief, Defendants and/or their agents, owners, subsidiaries, and affiliates designed, participated in, supervised, controlled, and/or approved the discriminatory policies or practices that their representatives expressed in the text messages described above. As a result, each Defendant is liable for the unlawful conduct described in this complaint.

*Defendants' Discriminatory Policies and Practices Harm Voucher Holders*

103. Because of voucher bans like Defendants', it is exceedingly difficult for families with Housing Choice Vouchers to obtain housing. As voucher holders are well aware, in HUD's own words, "[i]t takes a lot of work to find housing with a voucher. The search requires sifting through numerous advertisements, making numerous calls, and facing frequent rejection."<sup>27</sup>

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<sup>27</sup> Office of Pol'y Dev. & Rsch., HUD, *A Pilot Study of Landlord Acceptance of Housing Choice Vouchers* 69 (Sept. 2018), <https://www.huduser.gov/portal/portal/sites/default/files/pdf/Landlord-Acceptance-of-Housing-Choice-Vouchers.pdf>.

Voucher holders are frequently forced to stay in homeless shelters for prolonged periods, despite possessing the means to pay for integrated housing on the open market. The challenges are particularly acute in the Boston area.

104. Defendants' discriminatory policies and practices contribute to racial and socioeconomic segregation in Greater Boston by severely limiting the range of choices available to voucher holders. The resulting high concentration of voucher holders in high-poverty neighborhoods undermines the Housing Choice Voucher Programs' purpose: to foster agency in housing, increase mobility and opportunity, and deconcentrate poverty.

105. Defendants' policies harm the communities HRI serves and rupture the fabric of Boston and the surrounding communities.

*Defendants' Discriminatory Policies and Practices Harm HRI*

106. HRI's core mission is to promote access to affordable, safe, and well-maintained housing. To that end, it has devoted substantial resources toward educating property owners and managers, as well as tenants, about the legal requirements for apartments' habitability and affordability and how those rights can be protected.

107. When HRI finds discrimination, it is compelled to divert scarce resources to address the problem through education and outreach, advocacy, training, collaboration and, if necessary, enforcement. Because HRI is a small organization, that expenditure of time and money is substantial, and the diversion away from its core mission in a particular city is disruptive.

108. Because it is important not only to remedy past discrimination, but to take steps to prevent similar future discrimination from occurring, the activities used in this effort include outreach and education directed toward affected or potentially affected populations, the public at large, enforcement agencies, and the owners and employees of the entities engaged in the discriminatory activity. HRI also monitors the persons or entities engaged in discriminatory

conduct for future compliance with applicable laws. With respect to voucher discrimination, HRI uses several (and sometimes all) of these measures.

109. In early 2022, HRI became aware of voucher discrimination in Greater Boston through conversations with voucher holders and a BHA staff member. HRI and the BHA staff member discussed the issue at length on July 29, 2022. Soon afterward, the BHA staff member shared the Suffolk University Law School study cited above, which alerted HRI to the magnitude and scope of the discrimination. On August 12, 2022, at the BHA's request, HRI and BHA administrators discussed the problem further.

110. Contemporaneously, HRI connected with Boston-area voucher holders, who told HRI about widespread problems they and others in their communities experienced with poorly maintained, unsafe living conditions, and voucher discrimination.

111. As an organization focused on fair housing issues nationwide with offices in multiple states, HRI was always prepared to assist tenants who reached out, from Massachusetts or elsewhere. So, upon learning about the pervasive maintenance issues, the widespread nature of the voucher discrimination, and the serious harm both cause to vulnerable communities in Greater Boston, HRI decided to begin an education and outreach campaign about habitability rights and further investigate voucher discrimination in the area.

112. These efforts were consistent with HRI's mission of promoting access to safe and affordable housing across the country by organizing, counseling, and referring tenants. Assisting tenants in exercising their rights to habitable living conditions falls squarely within that mission. Voucher discrimination, on the other hand, frustrates and undermines HRI's mission: it is far more difficult to promote safe and affordable housing when a broker or landlord's total refusal to accept

a voucher means tenants cannot move into housing at all. Put simply, safe and affordable housing is useless if it is placed off limits to those most in need of it.

113. Over the next nine months, HRI began to investigate voucher discrimination by carrying out the tests described above.

114. When HRI discovered instances of discrimination, it then engaged in an extensive educational and outreach effort to combat the uncovered discrimination, including:

- creating and providing know-your-rights material to local partners informing them of the rights of prospective tenants and the responsibilities of landlords and brokers concerning discrimination based on receipt of public assistance or housing subsidies;
- creating and publishing content for HRI's website about receipt of public assistance or housing subsidies;
- communicating with the BHA to discuss HRI's findings; and
- outreach directly to the Defendants to educate them about their responsibilities as landlords and brokers.

115. Beginning in late August 2023, multiple HRI staff members were reassigned to work on these tasks.

116. Investigating voucher discrimination was not HRI's only work concerning Massachusetts tenants, however. At the same time, HRI was also pursuing its mission of ensuring access to safe, habitable housing by connecting with tenants and organizations with concerns about their apartments' safety and habitability. In August 2023, HRI commenced a mailer campaign as part of its ongoing efforts to educate tenants about their right to habitability and their remedies if

their apartments did not comply with the law. The campaign started on August 25 and was intended to provide information to tenants in at least 600 units in Boston by September 29.

117. An HRI staff member was tasked with compiling and sending the mailers and began to work. But by August 29, HRI had discovered such an overwhelming amount of voucher discrimination through its testing investigation that it was compelled to reassign the staff member to discrimination-related education and outreach efforts, delaying the mailers.

118. HRI intended that the staff member return as soon as possible to the habitability mailer campaign. But by September 20, 2023, the amount of discrimination-related education and outreach work had continued to pile up, which required HRI to again direct the staff member to focus attention on those tasks, further delaying the mailers.

119. Ultimately, because it was required to devote a great deal of staff time to tasks arising from Defendants' discrimination, HRI fell far short of its goal of providing habitability information to tenants in at least 600 units by September 29.

120. Not including the time spent on testing, HRI's staff expended approximately 146 hours on discrimination-related education and outreach after the testing. If not for the need to address Defendants' practices, HRI would have spent this time on other objectives.

121. HRI tracks its staff members' work and has a standard hourly rate for their time. Using that measure, HRI expended over \$40,000 in staff members' time on discrimination-related education and outreach after the testing—again, not including the time spent on the testing itself.

122. If HRI had not been compelled to divert these resources to address Defendants' discrimination, HRI would have used those resources on its programmatic activities of counseling, organizing, and referring tenants, including the mailer campaign to advise tenants in unsafe and unsanitary living conditions of their rights, counseling and organizing tenants about their rights to

well-maintained and affordable housing, and assisting tenants in securing legal counsel to seek remedies when those rights have been violated. This diversion has harmed HRI's ability to engage in these other programmatic activities.

123. Prior to and at the time of filing this complaint, Defendants' wrongdoing has also injured HRI by frustrating its mission to promote safe and affordable fair housing opportunities in the Boston area and beyond. The existence of safe and affordable housing is of no use to a voucher holder if the housing provider nonetheless refuses to rent to the prospective tenant.

124. To effectively respond to Defendants' discriminatory conduct and prevent it from reoccurring, HRI will need to put its staff members to work on compliance monitoring, further education and outreach, and counseling and advocacy. Compliance tests, production and distribution of educational materials, coordinating fair housing training courses, and counseling and advocating for tenants who later realize they were victims of voucher discrimination will require hundreds of additional hours of HRI's staff time, costing many thousands of additional dollars, amounts that are only increasing as Defendants' discrimination goes unaddressed. These costs, and the need to devote staff to these activities, hamper HRI's ability to carry out its mission because—but for Defendants' discriminatory conduct—this money and time could have been spent on HRI's core programmatic work of counseling, organizing, and referring tenants to legal counsel.

125. If Defendants' conduct is left unaddressed, it will continue to injure HRI, not to mention the communities HRI serves.

**STATEMENT OF CLAIMS**

**COUNT I**

**Discriminatory Statements  
G. L. c. 151B, § 4(7B)**

*Against All Defendants*

126. HRI restates and incorporates the preceding paragraphs as if fully set forth herein.

127. As a nonprofit corporation, HRI is a “person” within the meaning of G. L. c. 151B, § 1(1).

128. As corporations and trustees, Defendants are “persons” within the meaning of G. L. c. 151B, § 1(1).

129. As housing accommodations made generally available to the public for rental by means of advertising, listing with a broker, or another means of public offering, the Subject Properties were “multiple dwellings” or “other covered housing accommodations” within the meaning of G. L. c. 151B, § 1(11), (13).

130. Housing Choice Vouchers are forms of public assistance within the meaning of G. L. c. 151B, § 4(7B).

131. The Broker Defendants each made statements to HRI’s testers concerning the Subject Properties that indicated preference, limitation, and/or discrimination based on public assistance receipt.

132. Because the Owner Defendants used the Broker Defendants’ services, with each Broker Defendant acting as its respective Owner Defendant’s agent, the Owner Defendants caused statements to be made to HRI’s testers concerning the Subject Properties that indicated preference, limitation, and/or discrimination based on public assistance receipt.

133. Alternatively, on information and belief, each Owner Defendant made statements concerning the Subject Properties to the respective Broker Defendant whose services it used that indicated preference, limitation, and/or discrimination based on public assistance receipt. In turn, the Broker Defendants, acting as the Owner Defendants' agents, repeated the substance of those statements to HRI's testers.

134. Defendants' conduct violated G. L. c. 151B, § 4(7B), which does not allow a person or entity to "make, print, or publish, or cause to be made, printed, or published any notice, statement or advertisement, with respect to the . . . rental of multiple dwelling . . . or other covered housing accommodations that indicates any preference, limitation, or discrimination based on . . . public assistance receipt . . . or an intention to make any such preference, limitation or discrimination except where otherwise legally permitted."

135. Defendants' conduct in these instances also evinces the existence of policies and practices of making statements with respect to the rental of housing accommodations that indicates preference, limitation, or discrimination based on public assistance receipt.

136. On information and belief, the corporate Defendants' senior management promulgated these policies and practices or acquiesced in them by knowing about them but failing to eradicate them.

137. As a private party with a particular interest in the leasing of housing accommodations, HRI is an "aggrieved person" within the meaning of G. L. c. 151B, § 9.

138. As an aggrieved person, HRI has incurred damages as a direct result of Defendants' unlawful activities. HRI has been forced to divert resources away from its core programmatic activities and toward investigating and responding to Defendants' discrimination.

139. HRI will incur further damages from the need to effectively respond to Defendants' discriminatory conduct and prevent it from reoccurring, requiring a further expenditure of staff time and other resources.

140. Punitive damages are also warranted. Defendants each acted knowingly, outrageously, egregiously, and with reckless indifference to the rights of others. Massachusetts law has explicitly prohibited making statements with respect to the rental of housing accommodations that indicates preference, limitation, or discrimination based on public assistance receipt since 1990, when the relevant portion of G. L. c. 151B, § 4(7B) came into effect. Brokers' licensure and continuing-education requirements, which review and test their knowledge of Massachusetts fair housing law, mean that they know or should know that making such statements is illegal. Yet the Broker Defendants violated the law anyway, including on behalf of their respective Owner Defendants. The Owner Defendants, meanwhile, ordered, authorized, condoned, or otherwise acquiesced in the Broker Defendants' illegal conduct. Defendants' conduct evinces a reckless indifference to voucher holders' rights and Massachusetts law alike. To deter Defendants from future discriminatory conduct, punitive damages are necessary.

141. Consequently, under G. L. c. 151B, § 9, HRI is entitled to actual damages, punitive damages, injunctive relief, and reasonable attorneys' fees and costs.

## COUNT II

### **Discrimination on the Basis of Receipt of Housing Subsidy G. L. c. 151B, § 4(10)**

#### *Against All Defendants*

142. HRI restates and incorporates the preceding paragraphs as if fully set forth herein.

143. As a nonprofit corporation, HRI is a “person” within the meaning of G. L. c. 151B, § 1(1).

144. As corporations and trustees, Defendants are “persons” within the meaning of G. L. c. 151B, § 1(1).

145. Housing Choice Vouchers are “housing subsidies” within the meaning of G. L. c. 151B, § 4(10).

146. The Broker Defendants each engaged in discrimination on the basis of receipt of housing subsidies by indicating that they would not consider Housing Choice Voucher holders as prospective tenants for the Subject Properties.

147. In each test, each Broker Defendant believed that its interlocutor was a recipient of public assistance and/or housing subsidies. Each Broker Defendant’s refusal to consider people it believed to be Housing Choice Voucher holders as prospective tenants for the Subject Properties constitutes a discriminatory act and demonstrates discriminatory intent.

148. Because the Owner Defendants used the Broker Defendants’ services, with each Broker Defendant acting as its respective Owner Defendant’s agent, the Owner Defendants are responsible for the Broker Defendants’ discriminatory acts.

149. Defendants’ conduct violated G. L. c. 151B, § 4(10), which does not allow a “person furnishing . . . rental accommodations to discriminate against any individual who is a recipient of federal, state, or local public assistance . . . or who is a tenant receiving federal, state,

or local housing subsidies, including rental assistance or rental supplements, because the individual is such a recipient, or because of any requirement of such public assistance, rental assistance, or housing subsidy program.”

150. Defendants’ conduct in these instances evinces the existence of policies and practices of discriminating against individuals who are recipients of public assistance or housing subsidies because they are recipients or because of the associated programs’ requirements.

151. On information and belief, the corporate Defendants’ senior management promulgated these policies and practices or acquiesced in them by knowing about them but failing to eradicate them.

152. As a private party with a particular interest in the leasing of housing accommodations, HRI is an “aggrieved person” within the meaning of G. L. c. 151B, § 9.

153. As an aggrieved person, HRI has incurred damages as a direct result of Defendants’ unlawful activities. HRI has been forced to divert resources away from its core programmatic activities and toward investigating and responding to Defendants’ discrimination.

154. HRI will incur further damages from the need to effectively respond to Defendants’ discriminatory conduct and prevent it from reoccurring, requiring a further expenditure of staff time and other resources.

155. Punitive damages are also warranted. Defendants each acted knowingly, outrageously, egregiously, and with reckless indifference to the rights of others. Massachusetts law has explicitly prohibited voucher discrimination since 1990, when the current version of G. L. c. 151B, § 4(10) came into effect. Brokers’ licensure and continuing-education requirements, which review and test their knowledge of Massachusetts fair housing law, mean that they know or should know that voucher discrimination is illegal. Yet the Broker Defendants violated the law

anyway, including on behalf of their respective Owner Defendants. The Owner Defendants, meanwhile, ordered, authorized, condoned, or otherwise acquiesced in the Broker Defendants' illegal conduct. Defendants' conduct evinces a reckless indifference to voucher holders' rights and Massachusetts law alike. To deter Defendants from future discriminatory conduct, punitive damages are necessary.

156. Consequently, under G. L. c. 151B, § 9, HRI is entitled to actual damages, punitive damages, injunctive relief, and reasonable attorneys' fees and costs.

### COUNT III

**Aiding, Abetting, and/or Inciting Discriminatory Statements  
and Discrimination on the Basis of Receipt of Housing Subsidy  
G. L. c. 151B, § 4(5)**

*Against All Defendants*

157. HRI restates and incorporates the preceding paragraphs as if fully set forth herein.

158. As a nonprofit corporation, HRI is a "person" within the meaning of G. L. c. 151B, § 1(1).

159. As corporations and trustees, Defendants are "persons" within the meaning of G. L. c. 151B, § 1(1).

160. As described above, Defendants violated G. L. c. 151B, § 4(7B), because they made statements to HRI's testers concerning the Subject Properties that indicated preference, limitation, and/or discrimination based on public assistance receipt; and § 4(10), because they engaged in discrimination on the basis of receipt of housing subsidies.

161. On information and belief, the Owner Defendants incited these violations by instructing their respective Broker Defendants to commit them. Alternatively, the Owner Defendants aided and abetted the Broker Defendants in committing these violations by approving or authorizing the Broker Defendants' plans to commit them.

162. On information and belief, the Broker Defendants aided and abetted these violations by taking necessary steps for the violations to be committed. Alternatively, the Broker Defendants incited these violations by following existing discriminatory policies and practices, giving rise to the specific discriminatory actions alleged above.

163. On information and belief, the corporate Defendants' senior management promulgated discriminatory policies and practices or acquiesced in them by knowing about them but failing to eradicate them.

164. Defendants' conduct violated G. L. c. 151B, § 4(5), which forbids "any person, whether an employer or an employee or not, to aid, abet, incite, compel or coerce the doing of any of the acts forbidden under this chapter or to attempt to do so."

165. As a private party with a particular interest in the leasing of housing accommodations, HRI is an "aggrieved person" within the meaning of G. L. c. 151B, § 9.

166. As an aggrieved person, HRI has incurred damages as a direct result of Defendants' unlawful activities. HRI has been forced to divert resources away from its core programmatic activities and toward investigating and responding to Defendants' discrimination.

167. HRI will incur further damages from the need to effectively respond to Defendants' discriminatory conduct and prevent it from reoccurring, requiring a further expenditure of staff time and other resources.

168. Punitive damages are also warranted. Defendants each acted knowingly, outrageously, egregiously, and with reckless indifference to the rights of others. Massachusetts law has explicitly prohibited aiding, abetting, and inciting violations of G. L. c. 151B, § 4(7B), (10) since 1990, when the relevant portions of those subsections came into effect. Brokers' licensure and continuing-education requirements, which review and test their knowledge of Massachusetts

fair housing law, mean that they know or should know that aiding, abetting, and inciting violations is illegal. Yet the Broker Defendants did so anyway, including on behalf of their respective Owner Defendants. The Owner Defendants, meanwhile, ordered, authorized, condoned, or otherwise acquiesced in the Broker Defendants' illegal conduct. Defendants' conduct evinces a reckless indifference to voucher holders' rights and Massachusetts law alike. To deter Defendants from future discriminatory conduct, punitive damages are necessary.

169. Consequently, under G. L. c. 151B, § 9, HRI is entitled to actual damages, punitive damages, injunctive relief, and reasonable attorneys' fees and costs.

### **REQUEST FOR RELIEF**

Wherefore, HRI respectfully requests that the Court grant the following relief:

1. Declaratory Relief
  - a. Enter judgment declaring that Defendants have violated G. L. c. 151B, § 4(7B), because they made statements to HRI's testers concerning the Subject Properties that indicated preference, limitation, and/or discrimination based on public assistance receipt, under G. L. c. 231A, § 1;
  - b. Enter judgment declaring that Defendants have violated G. L. c. 151B, § 4(10), because they engaged in discrimination on the basis of receipt of housing subsidies, under G. L. c. 231A, § 1.
  - c. Enter judgment declaring that Defendants have violated G. L. c. 151B, § 4(5), because they aided, abetted, and/or incited the making of statements indicating limitation and discrimination on the basis of public assistance receipt and discrimination on the basis of receipt of housing subsidy, under G. L. c. 231A, § 1.

2. Injunctive Relief

- a. Enter judgment permanently enjoining Defendants from future violations of G. L. c. 151B, § 4(7B), 4(10), 4(5), including an order requiring Defendants to abandon their policies or practices of refusing to rent to Housing Choice Voucher holders, accept tenants without regard to receipt of public assistance or housing subsidies, and take such remedial actions as are necessary to ameliorate their past illegal discriminatory conduct, under G. L. c. 151B, § 9.

3. Damages

- a. Award HRI actual and punitive damages in amounts to be determined at trial under G. L. c. 151B, § 9.

4. Other Relief

- a. Award the costs of this action including reasonable attorney's fees and costs under G. L. c. 151B, § 9; and
- b. Grant such other and further relief as the Court deems just and proper.

**JURY DEMAND**

HRI demands a trial by jury of all claims so triable.

Dated: February 21, 2024

Respectfully submitted,

HOUSING RIGHTS INITIATIVE

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