



MIKE PENCE, *Governor*
JAMAL L. SMITH, *Executive Director*

ICRC No.HOfs15050359
[REDACTED]

JAMAL L. SMITH, in his official capacity as
EXECUTIVE DIRECTOR of the
INDIANA CIVIL RIGHTS COMMISSION,
Complainant,

v.

HOME FINANCIAL BANCORP,
Respondent.

NOTICE OF FINDING and
ISSUANCE OF CHARGE

The Executive Director of the Indiana Civil Rights Commission (“Commission,”) pursuant to statutory authority and procedural regulations, hereby issues the following findings with respect to the above-referenced case. Reasonable cause exists to believe that an unlawful discriminatory practice occurred in this instance. 910 IAC 2-6-6(b).

On May 19, 2015, [REDACTED] (“Complainant”) filed a Complaint with the Commission against Owen Community Bank (“Respondent”) alleging discrimination on the basis of familial status and/or national origin in violation of the Indiana Fair Housing Act (Ind. Code § 22-9.5, *et seq.*) the Indiana Civil Rights Law (Ind. Code § 22-9, *et seq.*) and Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601, *et seq.*) The Commission, therefore, has jurisdiction over the parties and the subject matter of this Complaint. An investigation has been completed. All parties have been interviewed and have had an opportunity to submit evidence. Based on the final investigative report and a review of the relevant files and records, the Executive Director now finds the following:

The issue pending before the Commission is whether Respondent refused to renew Complainant’s lease because of her familial status.¹ In order to prevail, Complainant must show that (1) she resides with a child under the age of 17; (2) she met Respondent’s legitimate tenancy expectations; (3) Respondent refused to renew Complainant’s lease; and (4) similarly-situated tenants without children were treated more favorably under similar circumstances. It is evident that Complainant is a member of a protected class as she resides with her minor son.

¹ While Complainant asserts that she was discriminated against on the basis of national origin, no evidence has been provided or uncovered to establish a nexus between the alleged discriminatory behavior and Complainant’s national origin. As such and based upon the aforementioned, there is no probable cause to believe that a discriminatory practice occurred because of Complainant’s national origin.



Moreover, evidence suggests that Complainant met Respondent's legitimate business expectations. Further, evidence shows that Respondent issued Complainant a non-renewal notice on or about April 29, 2015, approximately 20 days before Respondent discussed demolishing the property in question in a board meeting and more than two months prior to issuing notices to vacate to similarly-situated tenants without children.

By way of background, Complainant signed a lease on or about June 17, 2014. At all times relevant to the Complaint, the lease included Complainant as well as her minor son. During the course of her tenancy with Respondent, evidence shows that Complainant's neighbor complained about Complainant's son to Respondent. While Complainant asserts that she also complained about her neighbor including calling the police because the neighbor yelled at her, evidence shows that Respondent tendered Complainant a non-renewal notice on or about April 29, 2015. While Respondent asserts that it ultimately decided to terminate all leases, including Complainant's, because the apartment was going to be demolished, evidence shows that Respondent's board of directors did not vote to demolish the property until May 19, 2015, nearly 20 days after tendering Complainant's notice of non-renewal. Moreover, Respondent did not issue non-renewal notices to other tenants until on or about June 1, 2015, nearly two months after Complainant received her notice of non-renewal. Further, evidence shows that the notice of non-renewal tendered to Complainant failed to provide a rationale for the non-renewal unlike the notices provided to similarly-situated tenants without children.

Despite Respondent's assertions, there is sufficient evidence to believe that a discriminatory practice occurred as alleged. Rather, evidence shows that Respondent tendered Complainant's notice of non-renewal shortly after a neighbor complained about her child. Moreover, the notice was tendered nearly 20 days prior to the board of directors voting to demolish the property and did not contain language regarding the demolition, unlike the notices provided to similarly-situated tenants without children. Further, Complainant's notice was tendered nearly two months prior to those sent to other tenants. Simply stated, there is sufficient evidence to establish a nexus between Respondent's decision not to renew Complainant's lease and her familial status. As such and based upon the aforementioned, reasonable cause exists to believe that a discriminatory practice occurred as alleged.

A public hearing is necessary to determine whether a violation of the Indiana Fair Housing Act, the Indiana Civil Rights Law, and/or Title VIII of the Civil Rights Act of 1968, as amended, occurred in the aforementioned case. As permitted by 910 IAC 2-6-6(h), Respondents, Complainant, or an aggrieved person on whose behalf the Complaint is filed may elect to have the claims asserted in a civil action under Ind. Code § 22-9.5-6-12 in lieu of an administrative proceeding under 910 IAC 2-7. In the event the parties seek to pursue such an election, it must be made not later than twenty (20) days after the receipt of service of this Notice of Finding and Charge. The notice of any such election must be filed with the Commission and served on the Director, the Respondents, and Complainant in accordance with 910 IAC 2-6-6. If such an election is not timely made, the administrative proceedings initiated by the Charge will continue as scheduled. 910 IAC 2-6-6. Moreover, the Respondent shall have an opportunity to file an answer to this charge within

thirty (30) days of service of this Charge. [REDACTED] and any other person aggrieved by this alleged discriminatory practice may participate as a party in the hearing by filing a request for intervention. All discovery in this matter must be completed fifteen (15) days prior to the date of hearing. If at any time following service of this charge Respondent intends to enter into a contract, sale, encumbrance, or lease with any person regarding the property that is the subject of this charge, Respondent must provide a copy of this charge to the person prior to entering into such contract, sale, encumbrance or lease. 910 IAC 2-7-4(e)(3).

January 8, 2016

Date

Jamal L. Smith
Executive Director
Indiana Civil Rights Commission