



Civil Rights Department

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
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May 23, 2025

Via Email: jenbarreda@yahoo.com

Jennifer Burbank
518 N Stoneman Ave
Alhambra, CA 91801

James Burbank
518 N Stoneman Ave
Alhambra, CA 91801

RE: Closure Determination and Request for Additional Information
Case Number: 202409-26239516
HUD Number: 09-24-5417-8
Case Name: Burbank / Calhoun Gail D Trust et al.
Case Type: Housing

Dear Jennifer Burbank and James Burbank:

Your allegations of discrimination against the above referenced Respondent and/or Co-Respondent(s) have been filed with our Department and with the U.S. Department of Housing and Urban Development (HUD), if applicable.

CRD investigated the complaint to determine if Respondent(s) violated the Fair Employment and Housing Act.

CRD has determined that based on an analysis of the facts and circumstances which you alleged; your complaint will be closed for the following reason: **No Cause Determination**. If you disagree with this determination, you must provide more information to substantiate your allegations **within ten (10) calendar days** from the date of this letter. Please provide any new detailed information or evidence (i.e., documents, records, witness information) that support your claim. Specifically, respond to the statements or questions below.

Summary of Allegations:

You alleged that on or around June 17, 2024, Respondent Vicki asked you if the dog at the subject property belonged to you. You alleged you then requested a reasonable accommodation stating that your dog was your assistance animal. You alleged Respondent Vicki did not respond to the message. You alleged on or around June 19, 2024, Respondent Vicki emailed you stating that they would not renew your lease because you violated the no pet's policy in the lease agreement and set a move-out

date of September 15, 2024. You alleged that on or around August 5, 2024, you again requested a reasonable accommodation from Respondent Vicki. You alleged on or around August 10, 2024, Respondent Vicki told you that "due to the lease ending on September 8, 2024, we are not requiring you to comply with the process for requesting reasonable accommodation of an emotional support animal. If you would like to formalize your request, you will need to provide a letter from a licensed healthcare professional explaining the need." You alleged on or around August 12, 2024, you submitted to Respondent Vicki a letter from your healthcare professional verifying your disability related need for an assistance animal. You alleged on or around August 13, 2024, Respondent Vicki confirmed receipt of your verification letter, and provided a pet addendum to sign, and stated that once the addendum was received signed, Respondents would consider the accommodation approved. You alleged that on or around August 21, 2024, you signed the pet addendum and provided it to Respondent Vicki. You alleged on or around August 23, 2024, Respondent Vicki issued another notice of non-renewal, again referencing the no pet policy provision in the lease agreement. You alleged on or around August 26, 2024, Respondent Vicki offered to withdraw the non-renewal requiring you to vacate by September 15 and instead permit your tenancy to roll over to a month-to-month tenancy. You alleged the Respondents never explicitly approved your requested reasonable accommodation, and even so, you alleged that the latest actions of Respondents changed the terms and conditions of your tenancy in retaliation for making the request.

Summary of Respondents Defense:

Respondents denied all allegations. Respondents stated that on or around May 22nd they went for scheduled site visit to address some repairs. Respondents stated that on that visit they discovered that the glass shower enclosure from the upstairs bathroom had been removed without permission causing damage to the downstairs ceiling. Respondents stated that at that time they requested that you make no further changes to the property without prior approval of the owners. Respondents stated that you responded to this by telling them that you were just "waiting until the end of the lease to move out" and that you "would not be friendly going forward." Respondents stated that on May 30th they went to repair a leaky toilet on the property where it was discovered that a bidet was installed without approval. Respondents stated that they decided at this time not to renew the lease and began to work on the 90-day notice. Respondents stated that they arranged a contractor to come and work on repairs at the property beginning June 17th and received confirmation from you that that would be fine. Respondents stated that when they and the contractor showed up to begin the work, they discovered a large dog on the property that they did not have any previous knowledge of. Respondents stated that they contacted you to ask about the dog and rearrange the start of the repairs as the dog could not be on the property. Respondents stated that you responded to them that the dog was your emotional support animal, but you did not submit any request for this animal previously or during this exchange. Respondents stated that on June 19th, they emailed you a letter of non-renewal of the lease, a lease violation for an animal on premises without seeking accommodation and unapproved repairs, alterations or improvements as well as a 90-day notice which was

not acknowledged by you at all. Respondents stated that they then mailed it to you which was delivered on July 15th. Respondents stated on August 5th they received a formal request for an emotional support animal in which they responded to let you know that they were not extending the lease, but you could provide a medical letter if you wished to formalize the process. Respondents stated that a letter was submitted by you from your healthcare professional on August 12th. Respondents stated that they asked you sign an animal terms and conditions addendum which was returned by you on August 21st. Respondents stated that they sent a confirmation of lease termination and non-renewal of the lease, and an offer was provided if you needed more time to make plans. Respondents stated that you entered a month-to-month contract as of August 30th.

Investigative Findings:

During the investigation, the Department interviewed you, Respondents and reviewed all evidence in the casefile. The Department investigated the allegations that you were denied a rental/sale/lease, denied a reasonable accommodation and denied equal terms and conditions due to your disability. A review of the evidence you submitted included an email notification from June 19, 2024, of lease violations and the non-renewal of your lease. You also included the formal accommodation request for your emotional support animal on August 5, 2024. You submitted an email from the Respondents dated August 13, 2024, that confirmed your request and asked for a lease addendum to be completed. Evidence also shows that the Respondents withdrew the non-renewal and transitioned your tenancy to a month-to-month lease which you agreed to on or around August 30, 2024. Respondents submitted evidence to support their defense including a text message from June 17, 2024, where the respondents asked about a dog that was discovered on the property during repairs. Respondents also included a copy of your signed lease agreement which included clause 13 stating no animals were allowed on the property without prior permission of the property owners. Respondents submitted a copy of your reasonable accommodation request from August 5, 2024, and doctors note date August 1, 2023. Respondents confirmed that the notice of lease violation was regarding not only the unauthorized animal, but other issues such as alterations to the subject property without prior approval. Evidence shows that the emotional support animal was never denied or removed from the subject property, and you remain in the unit as of the date of this letter. The Department attempted to validate both your disability and associated needs with your practitioner, but you declined to sign the medical release allowing the Department to do that. Based on the evidence in file, there is insufficient evidence to show that you were denied a rental/sale/lease, denied a reasonable accommodation and denied equal terms and conditions due to your disability.

The new information that you provide will be carefully considered. If you do not provide more information which substantiates your allegations **within ten (10) calendar days, June 3, 2025**, your complaint will be closed, and you may file a private lawsuit.

You can provide the information by telephone, mail, or e-mail. If you choose to mail your response, please include your case number **202409-26239516** and mail it to the **Civil Rights Department, 651 Bannon Street, Suite 200, Sacramento, CA 95811**

Sincerely,

Lauren Witham

Lauren Witham
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