

# Plaintiff Wins \$109,000 In Rental Discrimination Case

## Landlord refused to accept state guarantee in lieu of a security deposit

By CHRISTIAN NOLAN

**Commission on Human Rights and Opportunities Ex Rel. Becky Palmer and Becky Palmer Individually v. Kenneth Burkamp:** A state government program that enables low-income residents to avoid putting down a security deposit when renting an apartment was the basis for a \$109,000 discrimination verdict against a Manchester landlord.

The Security Deposit Guarantee Program does just as the name suggests. Instead of collecting a security deposit from renters of limited means, landlords are guaranteed in writing that the state Department of Social Services (DSS) will pay for any damages caused by tenants that are normally covered by security deposits.

"It's not like [the landlord] has to bring suit," said Timothy Bennett-Smyth, lead attorney on the case from the Connecticut Fair Housing Center. "They just follow up with DSS. It's a good program."

However, not all landlords like it. "The refusal to participate in these programs by certain landlords causes real harm and it is unacceptable," Bennett-Smyth said.

In this case, Bennett-Smyth's client is Becky Palmer, a domestic violence survivor who had been temporarily living on her cousin's couch. In search of permanent housing, she responded to an ad for an apartment in Manchester in July 2007.

After viewing the apartment at Brookhaven Condominium Complex, and during the application process, Palmer claims she asked landlord Kenneth Burkamp if he would accept a security deposit guarantee from the DSS. Palmer claims Burkamp refused to accept the guarantee

even after being told that he was required to do so by law. Palmer claims to have presented the written DSS guarantee agreement as well. She said Burkamp insisted on a cash security deposit and noted his reluctance to deal with the state agency.

Palmer first went to the Connecticut Commission on Human Rights and Opportunities. "Their investigation found reasonable cause that discrimination might have occurred," said

verdicts & settlements

Bennett-Smyth. Toward the end of 2007, the CHRO filed a lawsuit. The Connecticut Fair Housing Center intervened to represent Palmer.

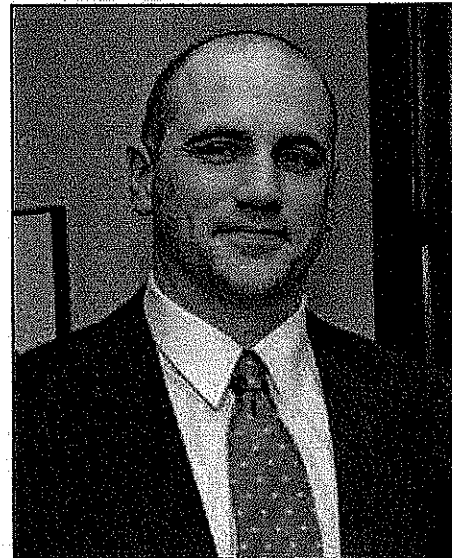
A tester hired by the center also attempted to rent from Burkamp.

The tester claims Burkamp again refused to accept the security deposit guarantee.

Burkamp's lawyer, meanwhile, says the landlord thought both times he was being offered something else and that his client was not familiar with the Security Deposit Guarantee Program.

"He thought it was a personal guarantee — a parent, friend or relative guaranteeing the lease — and he had been burned in the past accepting that," said Stanley Falkenstein, of Manchester's Falkenstein, Meggers, Paul & Robinson. "The first he heard of the Security Deposit Guarantee Programs was when he got a letter from [the CHRO]."

Falkenstein said that at a deposition, the woman hired to express interest in renting property from Burkamp did not even recognize the landlord and had no recollection of their conversation the day she viewed the apartment. "I've represented [Burkamp] for over 35 years. If he knew he was required to accept [the Security Deposit Guarantee], he would have," said Falkenstein, who noted



Law Tribune File Photo

**Connecticut Fair Housing Center attorney Timothy Bennett-Smyth said people of color, single mothers, persons with disabilities and domestic violence survivors suffer most when landlords discriminate against people with limited incomes.**

that Burkamp has about 20 rental properties around the area.

Superior Court Judge Vernon D. Oliver in Hartford apparently found plaintiff Palmer more credible and sided with her in a written decision following hearings

"Clearly, if respondent landlords such as Mr. Burkamp were allowed to simply 'opt out' of compliance with the statutory framework and thwart anti-discrimination laws designed to provide prospective tenants with an opportunity to acquire suitable housing regardless of source of

income, then the work of the legislature and the courts would be a sham," wrote Oliver.

Following separate hearings on damages and a subsequent written decision last month, Oliver awarded Palmer \$109,788. Of that amount, \$89,788 is for attorney fees in the long-contested case.

Brian Smith, chair of Robinson & Cole's land use practice, assisted Bennett-Smyth, along with associate Evan Seeman. Joel Norwood, a former Robinson & Cole associate, also was part of Palmer's legal team.

"The [Connecticut Fair Housing] Center relies on the private bar's commitment to pro bono work to further its mission of ensuring all of Connecticut's citizens have access to housing of their choice free from discrimination," said the center's legal director, Greg Kirschner.

Bennett-Smyth said the verdict should dissuade other landlords from openly refusing state programs such as the Security Deposit Guarantee.

"I want everyone to be fully aware of what the law requires," said Bennett-Smyth. "Most landlords know about it. It's important to me that the broader landlord community understand the consequences they face if they don't accept these programs. They could incur substantial liability by not doing it."

Bennett-Smyth acknowledged that complaints about landlords not accepting the program are "unfortunately" common. He added that people of color, single mothers, persons with disabilities and domestic violence survivors suffer most when that happens.

As for Becky Palmer, the attorney said she found another apartment to her liking back in 2007 from a landlord who did accept her Security Deposit Guarantee from DSS.