

COOK COUNTY COMMISSION ON HUMAN RIGHTS
69 West Washington Street, Suite 3040
Chicago, Illinois 60602

Schwanda NUNLLY, Complainant)	
)	
v.)	Case No. 2014H003
)	
Ranjit SINGH, Respondent)	Entered: August 13, 2015
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ORDER OF DISMISSAL

On November 24, 2014, Complainant Schwanda Nunlly (“Nunlly”) filed a complaint with the Cook County Commission on Human Rights (“Commission”) against her former landlord, Respondent Ranjit Singh (“Singh”). Nunlly alleges that Singh sexually harassed her in violation of the Cook County Human Rights Ordinance (“Human Rights Ordinance”). *See* Cook County Code of Ordinances (“County Code”), § 42-38(d).

The Commission has investigated Nunlly’s complaint to determine if there is sufficient evidence to support a claim of sexual harassment under either a *quid pro quo* or hostile environment theory. For the reasons set out below, the Commission now dismisses Nunlly’s complaint for a lack of substantial evidence of a violation of the Human Rights Ordinance.

BACKGROUND

Nunlly rented an apartment from Singh at 416 Inland Drive, Apt. 3-B in Wheeling, Illinois. Compl. ¶ I. She moved into the unit in September 2013, *id.*, and moved out on November 1, 2014. Investig. Rep., Exh. B (Email from Nunlly to Jones (Oct. 8, 2014)).

Offensive Comments

Nunlly alleges that her landlord’s sexual harassment began soon after she moved in, when Singh invited her to lunch at an Indian restaurant. Compl. ¶ II.a. Nunlly says that Singh commented on how her clothes fit, asked if she had a boyfriend, and remarked: “Indian men like women eating Indian food. It’s spicy and that’s what makes women moist and more fertile and have lots of babies.” *Id.* Singh denies making any of these comments. As he recalls this conversation, Singh says that he recommended an Indian restaurant in Niles after Nunlly mentioned that she likes lamb. Singh denies asking Nunlly out to eat with him. Resp. ¶ II.a; Singh Interview (Jan. 15, 2015).

The second sexually-charged, offensive remark took place approximately nine months later. Sometime in the summer of 2014, Nunlly alleges that she called Singh to report her

neighbors' excessive noise, and he responded by asking her: "Are you having sex? Maybe you're too loud. Maybe I will call the neighbors and ask them if you are loud when you have sex?" Compl. ¶ II.c. Nunlly states that she found these comments "highly inappropriate and demeaning." *Id.* Singh, however, denies making these comments. Resp. ¶ II.c.; Singh Interview (Jan. 15, 2015). As Singh recalls this incident, after Nunlly called him to complain about her downstairs neighbors' noisiness, those neighbors called him to complain about loud noises coming from Nunlly's apartment. *Id.* Singh says that he merely relayed their complaint to Nunlly. *Id.*

Nunlly alleged a third inappropriate remark on or about August 12, 2014. Compl. ¶ II.d. On this occasion, Singh's handyman, Manuel Aguilera ("Aguilera"), was repairing a crack in Nunlly's bedroom wall. *Id.* All agree that both Nunlly and Singh were present at the time. *Id.*; Resp. ¶ II.d.; Aguilera Interview (Jan. 29, 2015). As alleged in the complaint, Nunlly was sitting on the edge of the bed watching Aguilera work when Singh walked in, sat down on the bed, and remarked: "Your bed is soft." Compl. ¶ II.d; Nunlly Interview (Dec. 30, 2014).¹ Singh admits to sitting on the corner of Nunlly's bed on this occasion, but denies that he made the alleged comment. Singh Interview (Jan. 15, 2015). Aguilera did not recall hearing Singh's alleged remark to Nunlly about the bed. Aguilera Interview (Jan. 29, 2015). Aguilera also asserted that during the approximately 45 minutes that he was working in Nunlly's apartment, Singh did not do or say anything that Aguilera considered to be inappropriate. *Id.*

The fourth comment that Nunlly claims was part of Singh's ongoing sexual harassment of her occurred when Singh saw Nunlly with Michelle Murphy ("Murphy") – Nunlly's cousin and Singh's former tenant. Singh supposedly said: "I didn't know you were cousins. I have to watch what I say." Both Nunlly and Murphy recall Singh making this comment on a day when Singh was installing a new doorbell for Nunlly's apartment. Nunlly Interview (Dec. 30, 2014); Murphy Interview (May 27, 2015). Murphy added in a subsequent interview with Commission investigators that Singh did not indicate anything about what he meant by this comment, and Murphy said that she was not aware of any context other than Singh coming to the apartment and recognizing her as a former tenant. Murphy Interview (May 27, 2015). Singh also recalls seeing Nunlly and Murphy together at some point, but denies making the statement that Nunlly has attributed to him. Singh Interview (Jan. 15, 2015).

Alleged Proposition

The final comment on which Nunlly relies to show sexual harassment was made on or about August 25, 2014, when Nunlly told Singh she could no longer afford the rent and would be moving out. Singh "smiled" and replied, "We can work something out." Compl. ¶ II.e.; Investig. Rep., Exh. C (Email from Nunlly to Jones (May 11, 2015)). Nunlly told Commission investigators that "Given all [Singh's] past comments, it was clear to me that he was insinuating that compliance with his advances would make my occupancy more affordable." Compl. ¶ II.e.

¹ Originally, Nunlly alleged that Michelle Murphy – Nunlly's cousin and Singh's former tenant – was present and witnessed Singh's "bed" remark. Compl. ¶ II.d. During the investigation, however, Nunlly corrected her error and stated (consistent with Murphy's recollection in a later interview) that Murphy was not present in the apartment while Nunlly's bedroom wall was being repaired. Nunlly Interview (Dec. 30, 2014); Murphy Interview (May 27, 2015).

Singh concedes that he made the comment, but contests Nunlly's interpretation. Singh, in fact, did try to "work something out": he offered Nunlly a smaller apartment in the building that was \$20 per month cheaper. Singh Interview (Jan. 15, 2015). When questioned about this, Nunlly recalled that Singh offered her a one-bedroom (which she found not "up to par") but did not recall the specific difference in the rent. Nunlly Interview (Dec. 30, 2015); Investig. Rep., Exh. C. Despite admitting to Singh's offer of a less expensive unit, Nunlly maintains that his statement definitely suggested something sexual. Nunlly Interview (Dec. 30, 2014). Singh denies that this is what he meant. Singh Interview (Jan. 15, 2015).

Nunlly never moved into the smaller unit, but instead saved more money by unilaterally paying \$50 less than the rent due under her lease for her last two months in her larger unit. Nunlly Interview (Dec. 30, 2014); Singh Interview (May 27, 2015). Nunlly did not allege any actions or statements by Singh in response.

Unwelcome Visits and Unauthorized Entry

In addition to Singh's various alleged statements, Nunlly also claims that "Singh [came] to [her] apartment dozens of times under the guise of investigating whether something need[ed] to be repaired" and that these visits were unwelcome. Compl. ¶ II.b. Nunlly elaborated in an interview with Commission staff that she believes Singh made these excessive, unwarranted visits to her apartment because he was interested in her sexually. Nunlly Interview (Dec. 30, 2014).

Nunlly did not, however, provide any specifics about any of these alleged visits: she was unable to recall any approximate dates, any of Singh's claimed rationalizations for these visits, anything about her reactions or response, or any conversations on these alleged dozens of occasions. Singh maintains that he only went to Nunlly's apartment for legitimate reasons, primarily when she called to request a repair. Resp. ¶ II.b.; Singh Interview (Jan. 15, 2015).

The only allegedly unscheduled visit about which Nunlly could provide more than a bare assertion occurred on the morning of September 7, 2014, when Singh entered Nunlly's apartment while she was in the shower. Nunlly Interview (Dec. 30, 2014) (claiming this was the "last straw"). The parties agree that this occurred just before a scheduled inspection by the Village of Wheeling building department, for which Nunlly had signed a consent-to-enter form. *Id.*; Singh Interview (Jan. 15, 2015). But their accounts differ from there:

Nunlly claims that she was not aware that Singh would be present for the 10:00 a.m. inspection, and did not expect him to show up at her apartment beforehand. Nunlly Interview (Dec. 30, 2014). She alleges that at 9:20 a.m., she walked out of her bathroom after taking a shower, dressed only in a towel, and found Singh standing in her living room. *Id.*; Compl. ¶ II.f. According to Singh, he had no intention to surprise Nunlly in this way: he had given her advance notice of his planned pre-inspection visit, telling her to expect him around "9 or 9:30." Singh Interview (Jan. 15, 2015). Singh claims that it is his regular practice to re-check a unit

immediately before its scheduled Village inspection to ensure that there are no last-minute issues.² *Id.*

Singh says that before he used his key to let himself into Nunlly's unit that morning, he tried to call her, then knocked on her front door and rang her doorbell. Singh Interview (Jan. 15, 2015). Nunlly admits that she could tell from her cellphone that Singh had tried to call her while she was in the shower, but that she had missed the call and did not hear him knocking. Nunlly Interview (Dec. 30, 2014). Singh claims that he used his key to enter her apartment only after getting no response from these attempts, and thus assuming that Nunlly was not home. Singh Interview (Jan. 15, 2015). Singh also asserts that Nunlly was fully clothed when he saw her. *Id.*

Shortly after, the Village of Wheeling municipal inspector, Jodi Dister ("Dister"), arrived and began to inspect Nunlly's unit. Dister told Commission investigators that both Singh and Nunlly were present during her inspection. Dister Interview (Jan. 29, 2015). According to Dister, Nunlly did not seem angry or upset, nor did she mention anything to Dister about Singh's intrusion. *Id.*

DISCUSSION

The Human Rights Ordinance expressly prohibits sexual harassment in any "real estate transaction." County Code, § 42-38(d). By definition, this prohibition covers lessors' conduct toward their residential tenants. *See id.* at § 42-38(a) (defining terms). There are two variations of unlawful sexual harassment. In the first, commonly termed "*quid pro quo*" sexual harassment, the Human Rights Ordinance prohibits "any unwelcome sexual advance, request for sexual favors, or conduct of a sexual nature" when submission to such conduct "is an explicit or implicit term or condition" of a real estate transaction or "is used as the basis for any decision affecting the individual's real estate transaction." *Id.* at § 42-38(d)(2)(a)-(b). The second, called "hostile environment" sexual harassment, is defined as unwelcome sexual advances, requests for sexual favors, or conduct of a sexual nature that has "the purpose or effect of substantially interfering with an individual's real estate transaction or creating an intimidating, hostile, or offensive environment with respect thereto." *Id.* at § 42-38(d)(2)(c). Nunlly alleges that Singh subjected her to a hostile environment throughout her tenancy and then, towards the end, confronted her with a *quid pro quo* sexual proposition.

A. Hostile Environment

As this is the Commission's first occasion to evaluate a sexual harassment claim in the context of housing discrimination, it looks to analogous federal case law for guidance in applying the County's Human Rights Ordinance. To go forward with a "hostile housing environment" claim, a complainant must provide substantial evidence that:

she was subjected to (1) unwelcomed (2) sexual harassment that was (3) sufficiently severe or pervasive so as to [(4)] interfere with

² An eleven-year tenant in Singh's building told Commission investigators that Singh usually does pre-inspections two or three weeks before the scheduled Village inspection and that on the day of the inspection Singh has sometimes come "a few minutes prior to" the inspection, to "check things out." Cork Interview (Mar. 6, 2015).

or deprive the plaintiff of her right to use or enjoy her home.

Salisbury v. Hickman, 974 F. Supp. 2d 1282, 1290 (E.D. Cal. 2013). To decide whether conduct is sufficiently “severe or pervasive” to constitute hostile housing environment, federal courts start with legal standards from the more substantial precedent on hostile workplaces. *Id.*

There, whether a respondent’s conduct meets the “severe or pervasive” standard depends on a number of factors, including “the frequency of the [harassing] conduct; its severity; whether it is physically threatening or humiliating; or a mere offensive utterance; and whether it unreasonably interferes with the [victim’s environment].” *Id.* (quoting *Harris v. Forklift Systems, Inc.*, 510 U.S. 17, 23 (1993)). See also *Porreca v. Anderson*, 2014E011, *18-19 (CCHRC July 10, 2015) (hostile workplace); *Iverson v. Horwitz*, 1994E021 (CCHRC Feb. 8, 1996) (same). There is an inverse relationship between severity and pervasiveness. *Porreca*, 2014E011 at *19. Even relatively minor harassing words and conduct, if continued relentlessly over time, may be “pervasive.” Conversely, even though “isolated incidents” usually are insufficient to create a hostile environment, sometimes even one or two incidents of particularly outrageous touching may meet the test because they are sufficiently “severe.” *Id.* (collecting cases).

Importantly, the test requires meeting both an objective and a subjective component. The conduct alleged must be sufficiently egregious that a reasonable person would find it created a hostile housing environment. The complainant herself must have actually perceived the conduct as doing so, as well. *Salisbury*, 974 F. Supp. 2d at 1290. See also *Porreca*, 2014E011 at *19 (citing *Desparte v. Arlington Heights Kirby*, 2002E020, *6 (CCHRC June 26, 2006)).

Although generally the legal standards for “hostile environment” claims are alike in housing and employment cases, some courts have declared that: “harassment in one’s own home is particularly egregious and is a factor that must be considered in determining the seriousness of the alleged harassment.” *Salisbury*, 974 F. Supp. 2d at 1292 (citing *Quigley v. Winter*, 598 F.3d 938, 947 (8th Cir. 2010)).

Two recent decisions illustrate the kind of conduct that has been deemed “severe or pervasive” in the context of one’s home. In *Quigley v. Winter*, the Eighth Circuit found a hostile environment based on the landlord’s numerous highly offensive actions, which included: unwanted touching; standing close to the tenant in her kitchen and rubbing his genital area; a late-night “inspection” where he followed the tenant into the bathroom and bedroom, stared at her 14-year-old sister’s chest, and would not leave when asked; middle-of-the-night drunken phone calls; and an incident where he pulled the tenant’s friend’s pants down. 598 F.3d at 944, 947.

And in *Salisbury v. Hickman*, the U.S. District Court for the Eastern District of California found a hostile housing environment – even though the landlord’s conduct “did not involve violence or overt physical force” or “touch[ing] any of [the tenant’s] intimate body parts” – because “there was still a degree of physical intimidation and apprehension present.” 974 F. Supp. 2d at 1290. Twice he accosted the tenant, saying he had “urges,” and when she tried to back away, he “persisted verbally and advanced toward her physically.” *Id.* First, he cornered the tenant in her yard, against the wall of her mobile home; two days later, inside her home, he

trapped her against the kitchen counter. *Id.* While acknowledging that this conduct was less extreme than in other cases finding a hostile housing environment, the *Salisbury* court held that this kind of physical intimidation in one's own home was sufficiently severe. *Id.*

In contrast, Nunlly's complaints about Singh do not involve any allegations of touching, physical intimidation or even clear expressions of his alleged sexual interest in her. Her hostile environment claim is based on a number of arguably sexual comments, undescribed harassing visits, an incident of unauthorized entry, and one statement perceived as a sexual proposition. As shown below, these allegations do not rise to the level of "severe or pervasive" sexual harassment.

Offensive Comments

Starting with Singh's sexually harassing comments, it is rare that words alone create an actionable hostile environment; typically unwanted touching and other physical conduct also are involved. But insulting words that are constant and publicly humiliating may violate the Human Rights Ordinance. For example, in *Walker v. Cook County Sheriff's Office*, the Commission found hostile environment, age-based harassment where a supervisor frequently repeated comments in reference to a supervisee that she was the oldest "ass" in the office, that she was older than dirt, inquiring where she got her "old ass" clothes, and singing "Old Fogey from Mus(Skokie)" to the supervisee in front of her co-workers. 2008E017 (CCHRC May 15, 2012), *aff'd, sub nom Sheriff's Office v. Cook Cnty. Comm'n on Human Rights*, 13 CH 17663 (Ill. Cir. Ct. Feb. 11, 2015). *See also Gluszek v. Stadium Sports Bar & Grill*, 1993E052, *11 (CCHRC Mar. 16, 1995) (finding a hostile work environment where the bar-manager repeatedly subjected a female bartender to constant verbal abuse and profanity, loudly and publicly calling her names like "fucking bitch" and "whore," often telling bar customers and employees that she was not wearing any underwear, and also slapped her on the buttocks). In contrast, the Commission dismissed a national origin harassment claim where the alleged harassing remarks were infrequent (*i.e.* only one or two per year) and while rude (*e.g.*, jokes about Polish people using an ethnic slur), the remarks were neither physically threatening nor personally humiliating, and so were deemed "mere offensive utterances." *Iverson v. Horwitz*, 1994E021, *7 (CCHRC Feb. 8, 1996) (quoting *Harris v. Forklift Systems, Inc.*, 510 U.S. 17, 23 (1993)).

Nunlly's claim involves just two overtly sexual remarks, which fall into the legal category of "isolated incidents" and thus are not sufficient to form a basis for a viable sexual harassment claim. First, Nunlly claims that shortly after she moved in, Singh invited her to lunch at an Indian restaurant and made the crude comment that "Indian men like women eating Indian food. It's spicy and that's what makes women moist and more fertile and have lots of babies." Compl. ¶ II.a. Second – while the complaint states "[t]his incident was the onset of constant sexual harassment" by Singh, *id.* – it was some nine months before Nunlly was subjected to another crude comment. When she called Singh one night to complain about her neighbors' excessive noise, Nunlly alleges that Singh responded: "Are you having sex? Maybe you're too loud. Maybe I will call the neighbors and ask them if you are loud when you have sex?" Compl. ¶ II.c.

If Nunlly could prove that Singh actually made these two comments at a hearing, they are blatantly quite offensive, but the time gap between them reduces their legal impact. Nunlly

failed to describe any specific incidents of sexual harassment from September 2013 to June 2014. She alleges only that Singh made “dozens” of unwarranted visits to her apartment (“under the guise of investigating whether something need[ed] to be repaired”) because he was interested in her sexually. Compl. ¶ II.b.; Nunlly Interview (Dec. 30, 2014). When interviewed by Commission staff, however, Nunlly was unable to provide any specific information about any of these alleged harassing visits. Such bare allegations cannot provide substantial evidence of sexual harassment.³ That Nunlly did not recall Singh making any other objectively offensive sexual comments during any of the alleged dozens of unwarranted visits further undercuts her claim to being subjected to severe or persistent sexual comments by Singh.

Turning to the remaining comments that Nunlly brought to the attention of Commission investigators, none are, on their face, sexual in nature. A predicate of unlawful sexual harassment, of course, is that respondent’s words and conduct be “sexual,” not merely offensive. *See* County Code, § 42-38 (d)(2) (“any unwelcome sexual advance, request for sexual favors, or conduct of a sexual nature”); *Porecca*, 2014E011 at *18 (citing County Code, § 42-35 (e)). Cumulatively, Singh’s comments – as Nunlly relates them and without crediting Singh’s repeated denials – are less severe and pervasive than those in *Walker* and *Gluszek* and more akin to the legally insufficient comments in *Iverson*. Also, given that comments about Nunlly’s bed, her cousin being a former tenant and trying to work out a lower-cost living situation were all made in the context of legitimate visits and interactions, it is not reasonable for the Commission to interpret these non-sexual comments as containing implicit, hidden sexual messages.

Assuming that Singh told Nunlly that her bed was soft (Aguilera did not recall hearing the comment and Singh denies making it), this statement is not obviously sexual. Nor did Nunlly provide any additional facts (*e.g.*, allegations of leering or a suggestive tone or gesture) to add a sexual connotation. The same is true of Singh’s alleged statement that he did not know that Nunlly and Murphy were cousins. Although Murphy did recall Singh making this statement, neither she nor Nunlly gave the Commission any basis for interpreting this comment as being sexual in nature or as Singh admitting to making sexual comments to Nunlly in the past. *See* Murphy Interview (May 27, 2015) (noting that Singh did not indicate what he meant by the comment that he had to watch what he said, and she was not aware of any context beyond Singh recognizing her as a former tenant).

Finally, there is no objective evidence to support Nunlly’s claim that Singh’s reply that “[w]e can work something out” in response to Nunlly’s financial troubles had any sexual connotation. In addition, Nunlly’s interpretation is inconsistent with what both parties agree Singh actually did in response to Nunlly’s request: offer her a smaller (*i.e.* cheaper) one-

³ In contrast, consider the detail provided by a prevailing tenant in support of a similar claim brought to the Seventh Circuit:

[The landlord] made a habit (three to four times a week, Maze recalled) of arriving unannounced; he would knock on the first floor doorway, enter before Maze could respond, and climb the internal staircase to her apartment. Once inside, he would grab and touch Maze, doing so on at least one occasion in front of her children.

Krueger v. Cuomo, 115 F.3d 487, 490 (7th Cir. 1997) (finding both types of sexual harassment based on this and other allegations).

bedroom apartment. Singh Interview (Jan. 15, 2015); Nunlly Interview (Dec. 30, 2014). While Nunlly said she does not recall Singh offering to “tak[e] \$20 off [her] rent,” Investig. Rep., Exh. C, the Commission takes notice of the fact that (barring special circumstances, not alleged here) a one-bedroom apartment is cheaper than a two-bedroom apartment in the same building.

Unauthorized Entry

Nunlly produced evidence in the form of specific testimony as to only one instance of objectionable conduct: Singh’s allegedly unauthorized entry into Nunlly’s apartment on September 7, 2014. While unauthorized entry is somewhat commonly alleged in housing sexual harassment cases, it creates a hostile housing environment only when accompanied by conduct of a sexual nature. *See, e.g., Quigley v. Winter*, 598 F.3d 938, 947 (8th Cir. 2010) (where landlord went into tenant’s house without prior notice, allegedly to fix something that was not broken, and moved her clothes around while there, this was one of many occurrences, including touching tenant and groping himself, which cumulatively created a hostile housing environment); *Krueger v. Cuomo*, 115 F.3d 487, 490 (7th Cir. 1997) (court found hostile housing environment where three or four times a week, landlord would arrive unannounced at his tenant’s apartment, knock but then enter before she had time to respond, and also grab and touch her). Nunlly’s allegations, even if proven to be true, do not come close to the level of misconduct found in these cases.

As both parties agree, Singh entered Nunlly’s apartment using his key at approximately 9:20 a.m. on the date of the scheduled Village inspection. Nunlly confirms that before entering, Singh tried to reach her by calling her cellphone; she was in the shower and did not hear the call. Nunlly Interview (Dec. 30, 2014). The parties further agree that Singh did not enter Nunlly’s bathroom or bedroom; rather, Nunlly came out and saw Singh standing in her living room. There are some differences in their accounts: Nunlly says she was wrapped in a towel and did not expect this intrusion. Compl. ¶ II.f.; Nunlly Interview (Dec. 30, 2014). Singh counters that she was fully dressed and he did not intend to surprise her; he had told her that he planned to come by around that time for a final check before the inspection, and he assumed she was not home after he knocked, rang and called without any response. Singh Interview (Jan. 15, 2015).

Nunlly alleges that she felt less safe in her home after this violation of her privacy. *See* Compl. ¶ II.f. Undermining Nunlly’s portrayal of the incident as emotionally disturbing and frightening is the testimony of the Village inspector who saw Singh and Nunlly shortly after Singh entered Nunlly’s apartment. Dister Interview (Jan. 29, 2015). She told Commission investigators that Nunlly did not appear to be upset or act angry or uncomfortable with Singh. *Id.* At this stage of the investigatory process, however, the Commission views contested facts in Nunlly’s favor. And so, arguably, there is sufficient evidence to meet the subjective component of the hostile environment test.

However, Nunlly’s claim stumbles over the objective component of the severe or pervasive test. Nothing in Nunlly’s description of Singh’s unauthorized entry supports her interpretation that it was sexually-motivated. Given the time of day, Singh’s legitimate reason for wanting to check the apartment, his undisputed effort to contact Nunlly prior to entering, and the absence of any allegations that his conduct inside the apartment was anything but business-like, a reasonable person would view the incident as nothing but an awkward mistake, devoid of intentional sexual content. Even if the Commission could stretch to find some spectral sexual

connotation, it falls far short of the kind of landlord conduct that courts have found to be actionable sexual harassment.

Putting together all of Nunlly's allegations – Singh's two isolated sexual comments, his innocuous comments, and this incident – there is not sufficient evidence to support a viable hostile housing environment claim under the Human Rights Ordinance.

B. Quid Pro Quo

“*Quid pro quo* harassment occurs when housing benefits are explicitly or implicitly conditioned on sexual favors.” *Quigley v. Winter*, 598 F.3d 938, 947 (8th Cir. 2010) (citing *Honce v. Vigil*, 1 F.3d 1089 (10th Cir. 1993)). A complainant must prove two elements: first, an unwelcome sexual advance; and second, that her reaction to the unwelcome advance negatively affected one or more tangible aspect of her tenancy. *See Szokda v. Ill. Human Rts. Comm'n*, 302 Ill. App. 3d 532, 541 (1st Dist. 1998); *Porreca v. Anderson*, 2014E011, *16 (CCHRC July 10, 2015).

Nunlly's case misses the first step: there is not substantial evidence that Singh ever made a sexual advance. As evidence, Nunlly relies solely on Singh's statement, “We can work something out.”⁴ Standing alone, this statement is not a request for sexual favors. The Commission, however, does not require specific wording for a sexual proposition if respondent's words may reasonably be construed as an implicit request for sex.⁵ *See Porreca*, 2014E011 at *18 (dismissing *quid pro quo* claim because respondent's words, while conveying desire, could not reasonably be construed as an implicit sexual proposition).

⁴ Nunlly also states that shortly after she moved in, Singh asked her out to lunch while making an offensive sexual comment about Indian women. Nunlly never characterizes this as a “sexual advance”; but even if the Commission were to interpret it as such, however, this incident does not allege *quid pro quo* sexual harassment because Nunlly does not suggest any benefit or harm attached to her saying no to the alleged invitation.

⁵ In cases where courts have found valid *quid pro quo* claims, the tenant's predicament is apparent. Sometimes a landlord's demand for sexual favors is quite direct and verbal. *See, e.g., Grieger v. Sheets*, 689 F. Supp. 835, 840 (N.D. Ill. 1988) (upheld claim for *quid pro quo* sexual harassment where landlord demanded “sexual favors” from tenant, told her that submission was a condition of her continued occupancy and his performance of necessary repairs; then when she refused his demands, he failed to do repairs, threatened to shoot her husband, damaged their property and told them the lease would not be renewed).

Other times a landlord's sexual advance is communicated unmistakably not by words, but instead by forced sexual touching. *See, e.g., Szokda v. Ill. Human Rts. Comm'n*, 302 Ill. App. 3d 532, 543 (1st Dist. 1998) (complainant established *prima facie* case of *quid pro quo* sexual harassment based on her testimony that her landlord grabbed and kissed her, she rebuffed his sexual advance and slapped him in response, and then he evicted her).

In the rare case where a landlord's verbal request for sex was ambiguous, the contextual background provides significantly more convincing reasons to infer a sexual proposition than does the instant complaint. For example, in *Quigley v. Winter*, the jury had found a “hostile environment” based on the landlord's many harassing acts (including unwanted touching and sexual display). When the tenant asked about receiving her deposit back, the landlord fondled her stomach and made the strange comment, “My eagle eyes have not seen everything yet.” 598 F.3d 938, 947-48 (8th Cir. 2010). The Eighth Circuit left standing the jury's verdict of *quid pro quo* harassment, holding that a jury could reasonably infer that the landlord's return of her deposit depended on him (at least) seeing more of her body. *Id.*

In this case, several contextual points make it unreasonable to read any sexual meaning into Singh's words. First, his statement was not accompanied by touching or any other suggestive gesture. Second, its meaning must be interpreted in light of his related explicit offer of a smaller, cheaper apartment. Finally, Nunlly argues that Singh's meaning was sexual "given all his past comments." Compl. ¶ II.e. But for the reasons discussed above, Singh's past comments to Nunlly did not add up to much.

Even more clearly, the second element is not met. Nunlly failed to identify any negative impact on her tenancy from her (implied) rejection of Singh's (alleged) sexual proposition. Instead, Singh showed Nunlly a smaller one-bedroom apartment. She found it undesirable, and did not move out of her more expensive two-bedroom unit. Instead, she unilaterally began paying less rent for the last two months she stayed there. Nunlly has provided no evidence – not even a bare allegation – to suggest that Singh reacted badly to her refusal of his "advances" or took any steps to worsen the terms of her tenancy. Indeed, his forbearance when she failed to pay what she legally owed him negates any possible claim of payback for failing to have sex with him. In sum, there is no evidence at all of a *quid pro quo* sexual harassment claim.

CONCLUSION

For the foregoing reasons, the Commission orders that Complaint No. 2014H003 pending before this Commission be DISMISSED for LACK OF SUBSTANTIAL EVIDENCE of a violation of the Human Rights Ordinance. In accordance with CCHR Pro. R. 480.100(A), either party may file a request for reconsideration with the Commission within 30 days of the date of this order.

August 13, 2015

By delegation:



Ranjit Hakim
Executive Director of the Cook County
Commission on Human Rights