Mark Grebner

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August 22, 2022

East Lansing Human Relations Commission 410 Abbot Rd East Lansing MI 48823

Dear Commissioners:

- 1. This complaint is filed jointly by Maria Yokich-Grebner and Mark Grebner, each of whom is prepared to swear to its contents.
- Mark Grebner is an attorney and a resident of East Lansing.
- 3. Maria Yokich-Grebner is Mark Grebner's niece.
- 4. Maria Yokich-Grebner is a resident of the City of East Lansing, residing at 1550 Woodbrook Drive #24 at the time of this writing.
- 5. She has rented that apartment from DTN Management, under a 12-month lease, and has previously rented other premises from DTN Management.
- 6. She is the mother of two small children, and is employed full-time.
- 7. During the COVID-19 emergency, she was forced to change employers, resulting in an interruption in earnings.
- 8. With DTN's encouragement, she applied for and received funds under Michigan's "COVID Emergency Rental Assistance" program ("CERA"), which paid her rental arrearage and allowed her to retain her apartment.
- 9. DTN applied to participate in the CERA program, in order to be able to receive the funds directly, rather than having them pass through their tenants' hands.

- 10. Accepting CERA funds required DTN to comply with certain provisions, including agreeing that receipt of the funds discharged the tenant's arrearage.
- 11. The lease signed by Maria Yokich-Grebner on August 6, 2021 expired on July 22, 2022.
- 12. Since the expiration of CERA, she has been able to work full-time, and has paid her rent without difficulty and on time.
- 13. Before the expiration of her lease, Maria Yokich-Grebner contacted DTN to ask for a renewal, which she was orally assured would be no problem.
- 14. On June 10, 2022, she received a text message from Jessica Garcia, leasing manager of the apartment complex, on behalf of DTN setting forth the details for renewing the lease, and promising to send it for Maria Yokich-Grebner's signature as soon as the conditions were met. (Appendix A)
- 15. On June 29, having met the condition, but having received no further communications, Maria Yokich-Grebner texted Jessica Garcia to inquire about the status of the lease. (Appendix B)
- 16. On the same day, Jessica Garcia responded by text: "I pushed super hard to get you renewed. However DTN is no longer renewing anyone who received CERA. I'm super sorry! Please let me know if there is anything I can do for you." (Appendix C)
- 17. Despite repeated requests by Maria Yokich-Grebner, DTN has refused to offer her a 12-month lease.
- 18. Instead of renewing her lease, DTN has orally ordered her to leave, has threatened to end electrical service, has demanded the payment of \$150/day for "holding over", and has in many other ways harassed and bullied Maria Yokich-Grebner.
- 19. At several points, DTN has offered to place Maria Yokich-Grebner on a month-to-month lease at a higher monthly rental, which she reluctantly accepted as an interim measure.
- 20. However, when she attempted to sign even a month-to-month lease, DTN refused, imposing additional, illegal conditions, including payment of the arrearages which DTN had previously written off upon receipt of CERA funds.
- 21. Maria Yokich-Grebner has tendered payment of the monthly rental which would have been due under the month-to-month lease, but DTN continues to show a

- charge of \$150/day on its ledgers, which do not reflect any agreement to accept a month-to-month arrangement.
- 22. DTN holds licenses from the City of East Lansing, which are required of a landlord to accept rent.
- 23. The licenses issued to DTN state in capital letters: "EAST LANSING ORDINANCES PROHIBIT DISCRIMINATION IN ... HOUSING ... BECAUSE OF ... LEGAL SOURCE OF INCOME."
- 24. Maria Yokich-Grebner has been denied a renewal of her lease for the sole reason that she was a beneficiary of CERA funding.
- 25. In the course of this dispute, Maria Yokich-Grebner and her representatives have repeatedly raised the illegality of such discrimination.
- 26. DTN has shown great reluctance to place its position in writing, preferring to have its employees interact with Maria Yokich-Grebner orally. In no case has DTN denied that Jessica Garcia represented their position in stating that DTN "is no longer renewing anyone who received CERA", nor claimed that she misspoke.
- 27. Complainants believe that DTN regards its only error in this affair was that an employee put the company's illegal policy in writing, rather than communicate it orally.
- 28. Complainants believe DTN accepted CERA funds from many tenants in order to fill East Lansing apartments during the period MSU was essentially shut down by the pandemic, and that their policy is now to get rid of those largely non-student renters in favor of students, now that MSU is back in full operation.
- 29. Complainants believe DTN intends to maintain its illegal discrimination based on source of income, with the sole modification being that it will instruct its employees to be careful not to refer to it in writing, or make explicit reference in public.
- 30. Complainants request that the City of East Lansing conduct an investigation to determine whether DTN has followed a policy of illegal discrimination.
- 31. Complainants request that the City of East Lansing, if such illegal discrimination is proven, require DTN to formally acknowledge such violation, and take formal steps to inform DTN's employees and tenants of their rights under the ordinance.
- 32. Complainants request the City of East Lansing, if such illegal discrimination is proven, to make the issuance, renewal, or continuation of DTN's rental licenses

contingent on such remediation, inserting explicit language into the licenses for a period of not less than three years.

Maria Yokich-Grebner

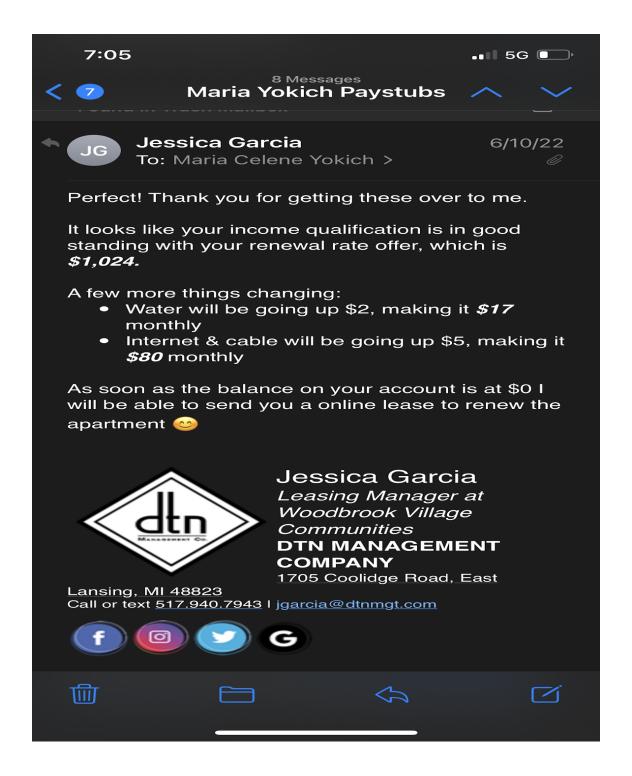
Mark Grebner (P38984)

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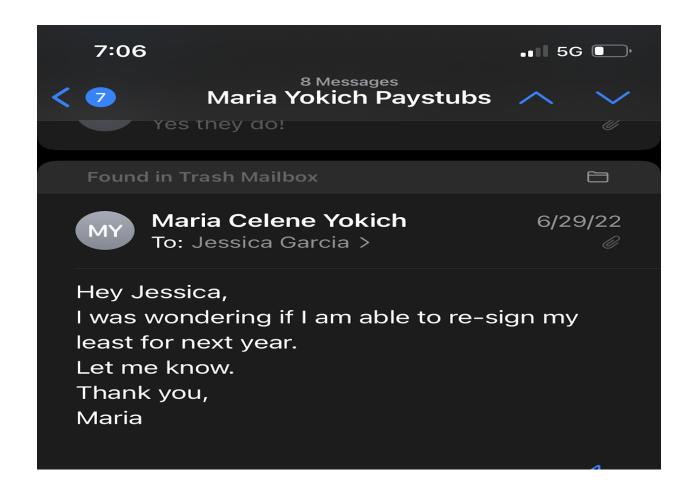
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APPENDIX A



APPENDIX B



APPENDIX C

