

STATE OF SOUTH CAROLINA  
COUNTY OF CHESTERFIELD

[REDACTED]

Complainant,

vs.

[REDACTED]

34389 Hwy 9  
Mt. Croghan, SC 29727

Respondent

BEFORE THE SOUTH CAROLINA  
HUMAN AFFAIRS COMMISSION

SHAC No. H-4-21-012  
HUD No. 04-21-5634-8

CONCILIATION AGREEMENT

This compromise Conciliation Agreement is entered into by and between the South Carolina Human Affairs Commission (hereinafter "Commission"), on behalf of [REDACTED] (hereinafter "Complainant"), versus [REDACTED] (hereinafter "Respondents")

WHEREAS, a verified complaint was filed on February 13, 2021, by Complainant against Respondent alleging a violation of the South Carolina Fair Housing Law and dual-filed with the United States Department of Housing and Urban Development (HUD) under the Federal Fair Housing Act, as amended

The property is located at 109 N. Sycamore Street, Pageland, (Chesterfield County) South Carolina 29728.

### I. CASE SYNOPSIS

The Complainant alleges that the Respondent subjected her to discriminatory terms and conditions, intimidation, and refused to negotiate rental. The Complainant said her children have experienced severe symptoms because of mold and their doctor verified it is the result of the black mold. The Complainant said the mold has caused her to get sick as well and had to be hospitalized which caused her to miss time from work. The Complainant said the Respondent rented the home to her under false pretenses, she has put a lot of hard work and money into the home. The Complainant believes the Respondent discriminated against her because of her race, sex, familial status, and in retaliation because she complained about discriminatory treatment.

Respondent denies having discriminated against Complainant but agrees to settle the claims in the underlying action by entering into this Conciliation Agreement

WHEREAS, the Commission and the parties hereto wish to reach a just resolution of the aforementioned dispute, and reach a full, equitable and final settlement of all matters arising out of the aforementioned complaint.

NOW, THEREFORE, the parties hereby agree and stipulate to the following:

## II. GENERAL PROVISIONS

The terms set forth herein are contractual and not merely a recital.

- A. The parties acknowledge that this Agreement is a full settlement of the disputed complaint. The parties hereto state that they have read and fully understand the significance of the terms set forth herein and have executed this compromise Conciliation Agreement freely and voluntarily. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.
- B. By signing this Agreement both Complainant and Respondent state that they have had the opportunity to seek legal counsel regarding the effects of this Agreement.
- C. This conciliation agreement fully and completely resolves all issues arising out of SHAC Case # H-4-21-012/ HUD Case # 04-21-5634-3 through the effective date of this agreement. The Commission and the Charging Party will take no further legal action with respect to, and will not initiate any action pertaining to, the facts and events which led to the filing of the charge so long as the parties abide by the terms of this Conciliation Agreement.
- D. This Agreement, after it has been approved by the Commissioner of South Carolina Human Affairs Commission (SCHAC), is binding upon all Respondents, their employees, successors and all others in active concert with them in the ownership or operation of 109 N. Sycamore Street, Pageland, (Chesterfield County) South Carolina 29728.
- E. It is understood that, pursuant to Section 31-21-120 (D) of the South Carolina Code of Laws Fair Housing Law, upon approval of this Agreement by the Commissioner of SCHAC, it is a public document.
- F. This Agreement does not in any way limit or restrict SCHAC's authority to investigate any other complaint involving Respondents made pursuant to the Fair Housing Law, or any other law within SCHAC's jurisdiction.
- G. This Conciliation Agreement constitutes closure of the complaint at HUD and South Carolina Human Affairs Commission upon a determination that Complainant(s) and Respondent(s) have complied with the terms of the Agreement.

## III. PROVISIONS FOR THE PUBLIC INTEREST

In order to assure that the public interest is protected, Respondent, without admitting to any violation of the South Carolina Fair Housing Law or Federal Fair Housing Act, agrees to continue to take such affirmative action as may be necessary to assure the elimination of discriminatory housing practices and the prevention of their occurrence in the future, including, but not limited to the following:

April 19, 2021

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- A. Respondent agrees to comply with all federal and state housing laws.
- B. Respondent agrees to consistently apply its standards for acceptance and rejection of housing applicants in an objective manner.
- C. Respondent agrees to allow any qualified person the right to purchase, rent, or occupy a dwelling regardless of race, color, religion, sex, disability, familial status, or national origin.
- D. Respondent employees, who interact with applicants, and tenants, shall complete Fair Housing training, provided by the South Carolina Human Affairs Commission or a qualified agency of Respondent's choosing, within six months from the date of the signed agreement. Respondent shall provide certificates proof of training to the Commission within six months from the date of the signed agreement.
- E. Respondent agrees to post an 11-by-14-inch fair housing poster that the South Carolina Human Affairs Commission will provide (if it's not already posted). The poster should be placed in a well-lit location in which it is easily readable, and in any rental office.

#### IV. RELIEF FOR COMPLAINANT

- A. Respondent agrees to release Complainant from her lease without penalty no later than 45 days within this signed executed agreement. Complainant agrees to move out (by removing all her personal property from the unit) and provide Respondent with keys on or her move out date to not exceed 45 days after the signed executed agreement.
- B. Respondents agree to pay Complainant the amount of six thousand and two-hundred dollars (\$6,200.00) in cashiers check and will deliver the check to the Complainant upon Complainant's move out.
- C. To show compliance with Section IV subparagraph C, Respondents will provide a photocopy of the check and the delivery tracking information to the Commission within ten (10) calendar days of mailing the check to Complainant.
- D. Respondent agrees that there shall be no discrimination or retaliation of any kind against Complainant or any person who assisted the Commission in the filing of this charge or in the investigation of this matter.

#### V. RELEASE BY COMPLAINANT

- A. Upon compliance with the terms of Paragraph IV through herein, Complainant agrees to release and forever discharge Respondent and Respondent's employees, agents, successors, insurers, and assigns from any and all claims which may be raised on account of the matters raised herein.

#### VI. BREACH OF CONCILIATED TERMS

- A. Nothing in this Agreement shall be construed to preclude the Commission and/or any aggrieved individual(s) from bringing suit to enforce this Agreement in the event that Respondent fails to

perform the promises and representations contained herein. Neither does it preclude the Commission from filing charges in the future concerning events occurring after the execution of this conciliation agreement. The Commission shall determine whether Respondent has complied with the terms of this agreement. In the event that the Commission determines that Respondent has not complied with the terms hereof, the Commission shall send written notice to Respondent and Respondent shall be given a reasonable time period to remedy such non-compliance.

B. Complainant(s) and Respondent(s) agree that this Agreement may be used as evidence in a subsequent proceeding in which any of the parties allege a breach of this Agreement.

**VII. REPORTING & RECORDKEEPING**

Parties shall submit proof of compliance with the terms of this Agreement to:

South Carolina Human Affairs Commission  
Fair Housing Department  
Attention: [Redacted]  
1026 Sumter Street, Suite 101  
Columbia, SC 29201

The submitter of any documentation should include the SHAC and HUD case numbers, which are as follows:

SHAC No H-4-21-012  
HUD No 04-21-5634-8

**VIII. COMMISSION REVIEW**

A. Subject to the provisions of Section 814 of the Fair Housing Act, as amended, 42 U.S.C. Section 3614, and in accordance with the provisions of State Regulations R. 65-225 G., the Commission may, from time to time, review compliance with this Conciliation Agreement, and, if necessary, recommend to the South Carolina Attorney General that a civil action be filed to seek the enforcement of any of the terms set forth herein.

**IX. EFFECTIVE DATE**

This agreement shall become effective on the date on which it is approved and signed by the Commissioner of the South Carolina Human Affairs Commission.

IN WITNESS WHEREOF, the parties have subscribed their names hereto on the day and date indicated

[Redacted Signature]

, Complainant

4/23/21

(Date)

[Redacted Signature]

Respondent

(Date)



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**VII. REPORTING & RECORDKEEPING**

Parties shall submit proof of compliance with the terms of this Agreement to:

South Carolina Human Affairs Commission  
Fair Housing Department  
Attention: Grisel Jackson  
1026 Sumter Street, Suite 101  
Columbia, SC 29201

The submitter of any documentation should include the SHAC and HUD case numbers, which are as follows:

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HUD No. 04-21-5634-8

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\_\_\_\_\_  
Complainant (Date)  
\_\_\_\_\_  
Respondent APR 12, 21 (Date)

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[Redacted]

, Conciliator

4/26/2021  
(Date)

Approved on Behalf of the Commission

Lanie A. Davis  
Lanie A. Davis, Commissioner

4/30/2021  
(Date)