



**Conciliation Agreement**

February 21, 2019

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**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-2-18-028/HUD Case #04-18-2812-8 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 Anderson Village, 200 Miracle Mile Drive, Anderson, SC 29621.
- 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:

- A. Respondents agree to comply with all federal and state housing laws.
- B. Respondents agree to apply consistently its standards for acceptance and rejection of housing

applicants in an objective manner. Respondents, their agents, and employees shall provide and process rental applications on a non-discriminatory basis and shall maintain all rental applications, whether deemed complete or incomplete, and any correspondence about the availability of dwelling units.

- C. Respondents 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. Respondents must prominently display a Fair Housing Poster, pursuant to 24 C.F.R. Part 110, at all rental offices that Respondent currently or subsequently uses for the rental of dwellings.
- E. Respondents shall include the Fair Housing logo and/or slogan on all brochures, handouts, stationery, forms, and other documents that Respondents routinely use to communicate with tenants, prospective tenants, applicants, or provided by Respondents to the public. Such logo and slogan shall be prominently placed and legible.
- F. Respondent and Respondent's employees agree to attend Fair Housing training provided by the South Carolina Human Affairs Commission, or a third party of their choice, within six months from the date of the signed agreement. Respondents shall be responsible for scheduling training with Commission in the appropriate period in order to remain in compliance with this Agreement. If Respondents use a third party trainer, Respondents must provide the Commission with certificates of completion for all employees and a copy of the training agenda or outline within 15 days of training completion, per Section VIII of this Agreement. Commission reserves the right to determine if the chosen third party and training provided is sufficient to meet the standards of the Agency's for the purposes of compliance with this Agreement.
- G. Complainant and Respondents agree that the Commission shall monitor compliance with the terms and conditions specified in this Agreement. As part of such monitoring, the Commission may inspect Respondents' pertinent records and practices and interview witnesses associated with the future compliance events described in this agreement. Respondent agrees to provide their full cooperation in any monitoring review undertaken by the Commission to ensure compliance with this Agreement.

#### IV. RELIEF FOR COMPLAINANT

- A. Respondents agree to reimburse Complainant's moving expenses for which she provides a valid receipt, not to exceed the amount of Four Hundred and 00/100 Dollars (\$400.00), within 30 days of this executed agreement. Respondents shall send a certified or cashier's check made out to Complainant directly to the Commission as described in Section VII of this Agreement.
- B. Respondents agree to install a new microwave in Complainant's new unit.
- C. Respondents agree to touch up paint in Complainant's new unit as needed.
- D. Respondents agree to refinish kitchen countertops in Complainant's new unit.
- E. Respondents agree to provide Complainant with another operational refrigerator currently being stored on site.

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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] 3-1-19  
Complainant (Date)

[Redacted] 2-21-19  
LP, Respondent (Date)  
Representative

[Redacted] 2.26.19  
Respondent (Date)

[Redacted] 3-4-19  
Conciliator (Date)

Approved on Behalf of the Commission  
Raymond Buxton II 3/7/19  
Raymond Buxton II, Commissioner (Date)