

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

BEFORE THE SOUTH CAROLINA
HUMAN AFFAIRS COMMISSION

SCHAC No. H-1-23-020
HUD No. 04-22-2473-8

[REDACTED]
Complainant,

vs.

CONCILIATION AGREEMENT

[REDACTED]
3081 Deville Street
Myrtle Beach, South Carolina 29577

[REDACTED]
1106 Ireland Road
Pickens, South Carolina 29671

[REDACTED]
919 Rice Road
Easley, South Carolina 29640

[REDACTED]
10 Patewood Drive
Building 6, Suite 270
Greenville, South Carolina 29615

Respondents.

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]

[REDACTED] of [REDACTED] and [REDACTED] (hereinafter "Respondents").

WHEREAS, a verified complaint was filed on July 8, 2022, by Complainant against Respondents 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 name of the Property Manager is [REDACTED]. The names of the management companies are [REDACTED] and [REDACTED]. The subject property is located at 18A Senter Lane, Greenville, South Carolina 29607.

I. CASE SYNOPSIS

The Complainant alleged that the Respondents subjected her to discriminatory terms and conditions and refused her requests for a reasonable accommodation. The Complainant states that since on or about

April 13, 2022, she has been requesting for the Real Estate Agency and Homeowners' Association to repair the front porch so a temporary ramp could be built so she can safely exit her home.

According to the Respondents, an act of discrimination against the Complainant residing at 18A Setter Lane, Greenville, South Carolina 29607 did not occur. The delay in responding to the request, the Respondents said, was due to a change in property management.

WHEREAS the South Carolina Human Affairs 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 Respondents 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 SCHAC # H-1-23-020 / HUD # 04-22-2473-8 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 this charge so long as the parties abide by the terms of this Conciliation Agreement.
- D. This Agreement, after the Commissioner of South Carolina Human Affairs Commission has approved it, is binding upon all Respondents, their employees, successors, and all others in active concert with them in the ownership or operation of The [REDACTED]

- [REDACTED]
- 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 the South Carolina Human Affairs Commission, it is a public document.
 - F. This Agreement does not in any way limit or restrict the Commission's authority to investigate any other complaint involving Respondents made pursuant to the Fair Housing Law, or any other law within the Commission's jurisdiction.
 - G. This Conciliation Agreement constitutes closure of the complaint at HUD and South Carolina Human Affairs Commission upon a determination that Complainant and Respondents have complied with the terms of the Agreement.

III. PROVISIONS FOR THE PUBLIC INTEREST

In order to assure that the public interest is protected, Respondents, without admitting to any violation of the South Carolina Fair Housing Law or Federal Fair Housing Act, agree 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 continue comply with all federal and state housing laws.
- B. Respondents agree to continue to apply consistently its standards for acceptance and rejection of housing applicants in an objective manner.
- C. Respondents agree to continue 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 agree to attend Fair Housing training provided by the South Carolina Human Affairs Commission within six months of the executed agreement. Respondents are responsible for scheduling training with Commission in the appropriate period in order to remain in compliance with this Agreement.

IV. RELIEF FOR COMPLAINANT

- 1. Respondents agree to pay the complainant the sum of One Thousand Two Hundred Seventy-Five (\$1,275.00) Dollars as reimbursement for the repairs of her front porch, installation of a

October 24, 2022

Page 4 of 6

ramp and cleanup of storm debris in the backyard. To confirm compliance with this provision, Respondents will deliver the check to the Commission via U.S. Certified Mail or other service with tracking capacity within thirty (30) calendar days of this executed Agreement. The Commission will in turn deliver the check to the Complainant within five (5) days of receipt from Respondents.

2. 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.

A. RELEASE BY COMPLAINANT

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

B. 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 Respondents fail 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 Respondents/Complainant have complied with the terms of this agreement. In the event that the Commission determines that Respondents have not complied with the terms hereof, Commission shall send written notice to Respondents and Respondents shall be given a reasonable time period to remedy such non-compliance.
- B. Complainant and Respondents 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.

C. REPORTING & RECORDKEEPING

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

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

October 24, 2022
Page 5 of 6

The Parties may also submit proof of compliance with the terms of the Agreement to Ms. Ray Gray via email sent to rgray@schac.sc.gov.

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

SCHAC No. H-1-23-020
HUD No. 04-22-2473-8

D. 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.

E. 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

10/25/22

(Date)

[Redacted Signature] Property Manager for:

(Date)

[Redacted Signature]

(Date)

Conciliation Agreement

October 24, 2022

Page 5 of 6

The Parties may also submit proof of compliance with the terms of the Agreement to [redacted] via email sent to [redacted]

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

SCHAC No. H-1-23-020
HUD No. 04-22-2473-8

D. 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.

E. 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] Complainant (Date)

[redacted] Property Manager for: 10/25/2022 (Date)

[redacted] Community Manager for: 10-26-22 (Date)

Conciliation Agreement

October 24, 2022
Page 6 of 6

[Redacted]

, Conciliator

10/27/2022

(Date)

Approved on Behalf of the Commission

Janie A. Davis

12/14/2022

Janie A. Davis, Commissioner

(Date)