

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

) BEFORE THE SOUTH CAROLINA
) HUMAN AFFAIRS COMMISSION
)

[Redacted]

) SHAC No. H-2-22-025
) HUD No. 04-22-0117-8
)

Complainant,

vs.

) **CONCILIATION AGREEMENT**
)

[Redacted]

9106 Warren H Abernathy Highway
Wellford, SC 29385

[Redacted]

206 Woodlake Drive
Spartanburg, SC 29301

Respondents.

This compromise Conciliation Agreement is entered 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 4, 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 is Magnolia Heights. The property is located at 323 Halo Drive, Wellford, (Spartanburg County), South Carolina 29385.

I. CASE SYNOPSIS

The Complainant alleged that the Respondent subjected her to discriminatory terms and conditions and denied her reasonable accommodations. The Complainant said she has mental health issues, and she has two emotional support animals (ESAs). The Complainant said [Redacted] is trying to charge her \$700.00 per animal as a violation of the leasing agreement. The Complainant said Respondent [Redacted] continues to tell her that she is not charging a pet fee but a fee for violating the lease through October 6, 2021 and continuing. The Complainant said the leasing violation that the Respondent is referring to is the pet policy. The Complainant believes the Respondent is discriminating against her because of her disability and the need for her ESAs to accommodate her disability.

Respondents deny having discriminated or retaliated against Complainant but agree 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 terms set forth herein are contractual and not merely a recital.
- B. 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.
- C. This conciliation agreement fully and completely resolves all issues arising out of SCHAC Case # H-2-22-025 / HUD Case # 04-22-0117-8 through the effective date of this agreement. The Commission and the Complainant 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 [323 Halo Drive, Wellford, (Spartanburg County), South Carolina 29385].
- 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 the 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 comply with all federal and state housing laws.

- B. Respondents agree to consistently apply its standards for acceptance and rejection of housing applicants in an objective manner.
- C. Respondents agree 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' 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 Respondents' choosing, within six months from the date of the signed agreement. Respondents shall provide certificates of proof of training to the Commission within six months from the date of the signed agreement.
- E. Respondents 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.
- F. Respondent will establish a reasonable accommodation/modification policy and submit the policy to be reviewed by the South Carolina Human Affairs Commission, within six months from the date of the signed agreement.

IV. RELIEF FOR COMPLAINANT

- A. Respondents agree to accept Complainant's two dogs as Emotional Support Animals and remove the \$1400.00 lease violation fee on Complainant's account. Respondent will also remove any late fees associated with the nonpayment of the \$1400.00 lease violation fee. It is understood that the late rent fee of \$100.00 on 12/6/2021, will remain on Complainant's ledger.
- B. Respondents agree to grant Complainant 90-days, from the execution of this agreement, to submit her letter for the second Emotional Support Animal to Respondent. It is understood that if no letter for the second Emotional support animal is submitted, within 90-days from the execution of this agreement, the Respondent will charge Complainant a lease violation fee of \$700.00 for an unauthorized pet.
- C. Respondents agree to grant Complainant the ability to terminate her lease early with no termination fee for up to 90-days from the execution of this agreement. It is understood that Respondent requires a 30-day written notice of lease termination, and any move out of the unit must take place within 60-days of the execution of this agreement.

V. RELEASE BY COMPLAINANT

- A. Upon compliance with the terms of Paragraph IV through herein, Complainant agrees to release and forever discharge Respondents and Respondents' employees, members, officers, agents, successors, insurers, parent companies, affiliated entities, and assigns from all claims which may be raised on account of the matters raised herein.
- B. Complainant agrees to not disparage the Respondents, in any manner likely to be harmful to them or their business, business reputation or personal reputation.

VI. BREACH OF CONCILIATED TERMS

- A. Nothing in this Agreement shall be construed to preclude the Commission and/or any aggrieved individual(s) from suing to enforce this Agreement if Respondents 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 Respondents has complied with the terms of this agreement. In the event that the Commission determines that Respondents has not complied with the terms hereof, the Commission shall send written notice to Respondents and Respondents shall be given a reasonable time period to remedy such non-compliance.
- B. Complainant(s) and Respondents(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-2-22-025
HUD No. 04-22-0117-8

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.

March 11, 2022

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[Redacted]	03/24/2022
Complainant	(Date)
[Redacted]	03.15.2020
Respondent	(Date)
[Redacted]	03.15.2020
Representative, Respondent	(Date)
[Redacted]	03/24/2022
Conciliator	(Date)
Approved on Behalf of the Commission	
<i>Janie A. Davis</i>	3/29/2022
Janie A. Davis, Commissioner	(Date)