

STATE OF SOUTH CAROLINA
COUNTY OF YORK

BEFORE THE SOUTH CAROLINA
HUMAN AFFAIRS COMMISSION

SHAC No. H-3-21-036
HUD No. 03-21-5135-8

[REDACTED]
Complainant,

vs.

CONCILIATION AGREEMENT

Plantation at Fort Mill II, LLC
c/o Registered Agent Solutions, Inc
317 Ruth Vista Road
Lexington, SC 29072

[REDACTED] Property Manager
923 Stockbridge Commons
Fort Mill, SC 29708

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 Plantation at Fort Mill II, LLC and [REDACTED] (hereinafter "Respondents")

WHEREAS, a verified complaint was filed on January 22, 2021, 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 The Arbors at Fort Mill. The property is located at 2165 Reynolds Ridge Lane, Fort Mill, (York County) South Carolina 29708

I. CASE SYNOPSIS

The Complainant alleged that the Respondents subjected her and her family to discriminatory terms and conditions, refused to negotiate rental and denied her request for reasonable accommodations. The Complainant said her minor child's doctor prescribed an emotional support animal to accommodate her child's disability. The Complainant said on or about October 23, 2020 (within a day or two of submitting the documents from the doctor to [REDACTED]) a lease violation was fabricated for an amount greater than what the pet fee would have been. The Complainant said when she went to pay the rent for November, the violation was still on her account. The Complainant said she has tried to resolve the issue to no avail. The Complainant said as soon as the Respondents found out that her youngest son was emotionally disabled, they claimed untruths. The Complainant said she does not want to be forced out of her home of three plus years due to this discrimination. The Complainant believes the Respondent is discriminating against her because of her child's disability and need for reasonable accommodation.

Respondents deny having discriminated 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 SHAC Case # 11-3-21-036 HUD Case # 04-21-5156-8 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 concern with them in the ownership or operation of [2165 Reynolds Ridge Lane, Fort Mill (York County) South Carolina 29708]
- 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/proof of training to the Commission within six months from the date of the signed agreement.

IV. RELIEF FOR COMPLAINANT

- A. Respondents agree to allow Complainant to terminate her lease early on or before May 23, 2021 with no related fees or penalties; however, Complainant remains liable for any damages to the property beyond normal wear and tear.
- B. Respondents agree to provide neutral rental references for Complainant verifying the dates of her tenancy and amount of monthly rent paid.
- C. Respondents agree 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 Respondents and Respondents' employees, members, officers, agents, successors, insurers, parent companies, affiliated entities, 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 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 Respondent(s) agree that this Agreement may be used as evidence in a

Conciliation Agreement:

[Redacted] Plantation at Fort Mill II, LLC, et al

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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-3-21-036

HUD No. 04-21-5155-8

VIII. COMMISSION REVIEW

A. Subject to the provisions of Section 314 of the Fair Housing Act, as amended, 42 U. S. C. Section 3614, and in accordance with the provisions of State Regulation 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] Complainant 4/29/2021 (Date)

Plantation at Fort Mill II, LLC, Representative, Respondent 4/28/2021 (Date)

[Redacted] Respondent 4/28/21 (Date)

[Redacted] Conciliator 4/29/2021 (Date)

Confidential Agreement



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Approved on Behalf of the Commissioner

Janie A. Davis

Janie A. Davis, Commissioner

4/30/2021

(Date)