

STATE OF SOUTH CAROLINA
COUNTY OF



Complainant,

vs.

AMAC I St. Andrews, LLC (Owner)
c/o: Corporation Services Company (Registered Agent)
1703 Laurel Street
Columbia, SC 29201

St. Andrews Apartment Homes
c/o: Jackson Harper, Senior Vice President,
Monument Real Estate Services, LLC
5200 Blue Lagoon Drive, Suite 400
Miami, FL 33126

Respondents.

BEFORE THE SOUTH CAROLINA
HUMAN AFFAIRS COMMISSION

HUD NO.: 04-16-0156-8
SCHAC NO.: H-3-15-019

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 AMAC I St. Andrews, LLC and Monument Real Estate Services, et al (hereinafter "Respondents").

WHEREAS, a verified complaint was filed on September 25, 2015; by the Complainant against the Respondent's alleging a violation of the South Carolina Fair Housing Law, as amended.

I. CASE SYNOPSIS

Complainant [redacted] identifies herself as a person of a Hispanic national origin, who applied for an apartment rental property located at 601 St. Andrews Road Columbia (Richland County), South Carolina 29210. The property is owned by Respondents AMAC I St. Andrews, LLC and managed by Monument Real Estate Services, LLC.

According to the Complainant [redacted] she identifies herself as a person of Hispanic descent. The Complainant belongs to a class of person(s) whom the Fair Housing Act (the "Act") protects from unlawful discrimination because of national origin. The subject property is at St. Andrews Apartment Homes, 601 St. Andrews Road, Columbia, SC 29210. The Respondents are AMAC I St. Andrews, LLC; the property management company known as Monument Real Estate Services, LLC.

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The Complainant alleged that employees of the Respondent's refused to negotiate with her for rental at the subject property. The Complainant alleged that she visited the leasing office on July 17, 2015 where she paid a \$45.00 application fee and completed an application for rental at the subject property. The Complainant alleged that the Respondents told her she would be contacted in a few days. The Complainant alleged that the Respondents never contacted her to give her a status of her rental application. The Complainant alleged that she contacted the Respondents several times and made multiple visits to the leasing office concerning rental. The Complainant alleged after she did not hear anything from the Respondents, she went back to the leasing office on July 22, 2015. The Complainant alleged that the Respondents told her at that time that they were still processing her application, and that she thought it had been denied. The Complainant alleged that the Respondent told her that they required a higher deposit based on credit score. The Complainant alleged that she offered to pay the extra security deposit to cover the required credit score assessment. The Complainant alleged that she exceeds the income requirements and has a history of excellent rental references from her previous landlords.

The Complainant alleged that she was subjected to disparate terms and conditions because of her foreign accent and because she is Hispanic. The Complainant alleged that she was never given a tour or shown any of the apartments. The Complainant alleged that the Respondents repeatedly denied that there were units available at the subject property in spite of their continuing to advertise in Craigslist since the beginning of June. The Complainant alleged that the Respondents continued to put her off by telling her something would be available in a couple of weeks. The Complainant alleged that the Respondent denied her and her family housing because of national origin.

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

- 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 No.: H-3-15-019 and HUD Case No.: 04-16-0156-8 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 St. Andrews

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Apartment Homes.

- 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 restricts the 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 the South Carolina Human Affairs Commission upon a determination that the 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. Respondent agrees 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. Respondent agrees to allow any qualified person the right to purchase, rent, or occupy a dwelling regardless of race, color, religion, sex, handicap, familial status, or national origin.

IV. RELIEF FOR COMPLAINANT

- A. Respondent's St. Andrews Apartment Homes; Monument Real Estate Services, agree to pay a \$5,100.00 lump sum settlement payment to the Complainant [REDACTED]. The above referenced payment amount is being tendered as reimbursement for six (6) months' of rental payments made by the Complainant at her current place of residence subsequent to the occurrence of the alleged incidents at St. Andrews Apartment Homes, Columbia SC during or about the period of July 2015.
- B. Respondents agree that there shall be no discrimination or retaliation of any kind against the 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

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

B. Complainant and Respondent 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 Division
Attention: Fair Housing Director
1026 Sumler Street, Suite 101
Columbia, SC 29201

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

SCHAC Case No.: H-3-15-019 and HUD Case No.: 04-16-0156-8

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.

 _____ 01-25-2016
(Date)


Jackie Harper, Senior Vice President on behalf of Respondents _____ 2/1/2016
(Date)

 _____ 02-01-2016
(Date)

Approved on Behalf of the Commission

Raymond Buxton II, Commissioner _____ 2-4-16
(Date)