

STATE OF SOUTH CAROLINA  
COUNTY OF Horry



Complainant,

vs

Victoria Liscombe, property manager  
Omni Management Services  
1701 North Oak Street  
Myrtle Beach, SC 29577

Holiday Towers HOA, et. al  
c/o Donald Davis, president  
601 Mitchell Street #1505  
Myrtle Beach, SC 29577

Respondent.

BEFORE THE SOUTH CAROLINA  
HUMAN AFFAIRS COMMISSION

SHAC No. H-2-16-013  
HUD No. 04-16-4665-5

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 Holiday Towers HOA, et. al. (hereinafter "Respondent").

WHEREAS, a verified complaint was filed on May 11, 2016 by the 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.

**I. CASE SYNOPSIS**

The Complainant states that she has a disability within the meaning of the Fair Housing Act (the "ACT"). The Complainant states that she has been denied an accommodation by the Respondents, Holiday Tower HOA, et. al. and the Omni Management Company.

The Complainant states that she requested an accommodation from the Respondents in the form of a service dog. The Complainant states the service animal is necessary for her enjoyment of the premises. The Complainant alleges on April 6, 2016, Ms. Victoria Liscombe, property manager denied her the requested accommodation and said she would be fined if the service animal was brought on the property.

**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

Conciliation Agreement

SHAC No. = H-2-16-013

HUD No. = 04-16-4665-8

- 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 Complainants 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 SHAC Case # H-2-16-013, HUD Case # 04-16-4665-8 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 the Complainant and all Respondents, their employees, successors and all others in active concert with them in the ownership or operation of Holiday Towers HOA.
  - 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. Respondent agrees to continue to comply with all federal and state housing laws.
- B. Respondent agrees to continue to consistently apply its standards for acceptance and rejection of housing applicants in an objective manner.
- C. Respondent agrees to continue 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. Respondent and Respondent's employees agree to attend Fair Housing training provided by the South Carolina Human Affairs Commission within six months from the date of the signed agreement.

#### IV. RELIEF FOR COMPLAINANT

- A. Respondent agrees to accommodate the Complainant's request for reasonable accommodation by allowing her to bring her service animal to the subject property.
- B. Respondent agrees that there shall be no discrimination or retaliation of any kind against the Complainant by the Respondent.

#### 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 assigns from any and all claims arising out of its purchase of the residence 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 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 Respondent has complied with the terms of this agreement. In the event that the Commission determines that Respondent has not complied with the terms hereof, the Commission shall send written notice to Respondent and Respondent 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 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 as needed:  
South Carolina Human Affairs Commission  
Fair Housing Division  
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-2-16-013  
HUD No. 04-16-4665-S

#### 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.

Conciliation Agreement  
[Redacted]  
SHAL No. - 15-15-011  
HUD No. - 00-15-166-1A

IX. EFFECTIVE DATE

This agreement shall become effective on the date on which it is approved and signed by the Commission of the South Carolina-Louisian Affairs Commission.

IN WITNESS WHEREOF, the parties have submitted their names herein on the day and date indicated

[Redacted] 7/25/2016  
(Date)

Victoria Lawrence  
Victoria Hancock 8/14/16  
(Date)

  
Donald Davis per Hon 8/16/2016  
(Date)

[Redacted] 8/22/2016  
(Date)

Approved on Behalf of the Commission

Raymond Buxton, II 8/22/16  
Raymond Buxton II, Commissioner OR (Date)