

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

[REDACTED]

Complainant,

vs.

Fort Mill Housing Services, Inc.
P. O. Box 220
Fort Mill, South Carolina 29716

Avery Lake Limited Partnership
P. O. Box 1903
Fort Mill, South Carolina 29716

Respondent.

BEFORE THE SOUTH CAROLINA
HUMAN AFFAIRS COMMISSION

SHAC No. H-4-15-001
HUD No. 04-16-0020-8

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 Fort Mill Housing Services, Inc. and Avery Lake Limited Partnership (hereinafter "Respondents").

WHEREAS, a verified complaint was filed on October 7, 2015 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.

I. CASE SYNOPSIS

Complainant and her minor son live at Avery Lakes Apartments [REDACTED] managed by Fort Mill Housing Services, Inc. (owned by Avery Lake Limited Partnership); and alleges retaliation by Respondent Property Manager Marsha Cross. Complainant alleges she has had several issues with maintenance not being responsive to the needs of her unit. Complainant alleges several issues and repairs that need to be made ' including removal of mold. Complainant alleges she notified management of the lack of responsiveness. Complainant alleges on or about September 22, 2015, her maintenance man approached her and called her inappropriate names. Complainant alleges she called Respondent Cross who told her not to call the police. Complainant alleges she admonished Respondent Cross to view the camera. Complainant alleges Respondent Cross never followed up with her. Complainant alleges she called Respondent Cross who told her it was her word against the maintenance man. Complainant alleges at that point she called the police who addressed the maintenance person. Complainant alleges she suffers from PTSD and became really nervous and paranoid ' not wanting to go outside for fear of the maintenance man. Complainant alleges on or about September 24, 2015, her boyfriend noticed her stress level and the work being neglected in her apartment and spoke to the maintenance man. Complainant alleges the maintenance man reacted very abrasively, making a scene. Complainant alleges on or about September 25, 2015, she received a 14 day notice to vacate. Complainant alleges on time rental payments and no other lease infractions. Complainant alleges discrimination on the basis of retaliation; as she alleges there is no other reason for her to face eviction.

The Complainant alleges discrimination based on sex. The Complainant alleges that she is aware of a male tenant whose guest caused severe bodily that resulted in an arrest and a conviction. The Complainant alleged that the male tenant was not subjected to the same treatment as the Complainant when her guest had a minor incident that did not result in an arrest and conviction

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 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 SHAC Case # H-4-15-001 HUD Case # 04-16-0020-8 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 Fort Mill Public Housing Authority.
- 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 has agreed to give a \$1600 lump sum to the Complainant which includes moving expenses.

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 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:

SHAC No. II-4-15-001

HUD No. 04-16-0020-S

South Carolina Human Affairs Commission
Fair Housing Division

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. II-4-15-001

HUD No. 04-16-0020-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.

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 Signature] 4/12/16
(Date)

Connie Howard
Fort Mill Housing Services 4/12/16
(Date)

Connie Howard
Avery Lake Limited Partnership 4/12/16
(Date)

[Redacted Signature] 4.12.16
(Date)

Approved on Behalf of the Commission

Raymond Buxton II 4-25-16
Raymond Buxton II, Commissioner (Date)