

**STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE**

[REDACTED]

Complainant,

vs.

[REDACTED] Property Manager
400 East Pine Street
Florence, SC 29503

[REDACTED] Housing Manager
Housing Authority of Florence
400 East Pine Street
Florence, SC 29506

Housing Authority of Florence
P. O. Box 969
Florence, SC 29503

Respondent.

) **BEFORE THE SOUTH CAROLINA
) HUMAN AFFAIRS COMMISSION**

) SHAC No. H-4-17-028
) HUD No. 04-18-0723-8
)

) **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 Housing Authority of Florence, et al. (hereinafter "Respondent").

WHEREAS, a verified complaint was filed on December 12, 2017 by Complainant against Respondent 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 [REDACTED] identifies herself as a person with a disability. The Complainant belongs to a class of person(s) whom the Fair Housing Act (the "Act") protects from unlawful discrimination because of disability. The subject property is located at 2311 W. Palmetto St., #202, (Florence County), South Carolina 29501. The Respondents are [REDACTED] property manager; [REDACTED] housing manager; [REDACTED], executive director, Housing Authority of Florence.

The Complainant alleged that the Respondent subjected her to disparate terms and conditions, refused to negotiate rental, and denied her requests for reasonable accommodations. According to the Complainant, she has been mistreated, abused and harassed. The Complainant said she told the Respondents that she needs someone to live with her per her doctor's orders because of her disability. The Complainant said that Robina Schenck, Brenda Cain, and Clamentine Elmore refused to allow her to have someone live with her and threatened to evict her from her housing on September 27, 2017. The Complainant said that the Respondents speak to her in a disrespectful manner and on several occasions have not returned her calls.

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Respondent denies having discriminated against Complainant and specifically denies the allegations of the preceding paragraph, but agrees 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

- 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 #H-4-17-028/HUD Case #04-18-0723-8 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 [Creekside Village in Florence.]
- 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(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. Respondent agrees 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.
- D. Respondent and Respondent's employees agree to attend Fair Housing training annually beginning in June 2018. The training is conducted by the HUD FHEO.
- E. Within fifteen (15) days of the effective date of this Agreement, Respondent agrees to display and maintain English and Spanish Fair Housing posters, form SHAC (8-92), in the main rental and/or purchase area.

IV. RELIEF FOR COMPLAINANT

- A. Respondent agrees to the dismissal of the eviction action and other attendant matters.
- B. Respondent agrees to allow Complainant to remain in the unit.
- C. Respondent agrees to allow Complainant to have an alternate individual apply for live-in aide.
- D. Respondent agrees to provide Complainant with all flyers and notices regarding repairs, plumbing work, water shutoffs, pest spraying, etc. in the same manner as all other residents.
- E. Respondent agrees 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 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.
- B. Complainant agrees to acknowledge that her son is not qualified at this time to serve as her live-in aide. He will be allowed to reapply on or after April 1, 2019.
- C. Complainant agrees to acknowledge that [REDACTED] is no longer her representative and previous demands that Housing Authority staff not communicate directly with Complainant are no longer operative.

VI. BREACH OF CONCILIATED TERMS

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- 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: [REDACTED]
1026 Sumter Street, Suite 101
Columbia, SC 29201

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

SHAC No. H-4-17-028
HUD No.04-18-0723-8

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.

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[Redacted] _____
9/10/18
(Date)

[Redacted] _____
7-24-2018
Housing Authority of Florence, Representative (Date)

[Redacted] _____
7-25-18
Property Manager, Respondent (Date)

[Redacted] _____
7/25/18
Housing Manager, Respondent (Date)

[Redacted] _____
9/20/18
Conciliator (Date)

Approved on Behalf of the Commission

Raymond Buxton II _____
Raymond Buxton II, Commissioner 9/20/18
(Date)