

STATE OF SOUTH CAROLINA  
COUNTY OF YORK

) BEFORE THE SOUTH CAROLINA  
) HUMAN AFFAIRS COMMISSION  
)

[REDACTED]

) SHAC No. H-3-22-005  
) HUD No. 04-22-0891-8  
)

Complainant,

vs.

) CONCIILIATION AGREEMENT  
)

[REDACTED]

118 South Confederate Avenue  
Rock Hill, SC 29731

[REDACTED]

2 Office Park Court Suite 103  
Columbia, SC 29223

[REDACTED]

118 Lodges Lane  
Clover, SC 29710

Respondents

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 [REDACTED] (hereinafter "Respondents").

WHEREAS a complaint was filed on April 11, 2022 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 [REDACTED] The property is located at 118 Lodges Lane, (York County) Lake Wylie, SC 29710.

**I. CASE SYNOPSIS**

Complainant stated that Respondents denied their reasonable accommodation request to move to a 1st floor apartment due to her son's disability. Complainant stated the Property Manager [REDACTED] called the accommodation request 'unusual' in an internal email, as well as failed to respond to the request. Complainant stated that on or about February 08, 2022, Respondents claimed Complainant owed a lease termination fee due to moving into a 1st floor apartment at another community. Complainant believes the Respondents are discriminating against her because of her affiliation with disabled individual and her need for reasonable accommodation.

Respondents deny having discriminated against Complainant and state that they responded to the Complainant's reasonable accommodation request and informed the Complainant that they did not have an available apartment which met the Complainant's specifications. Respondents also state that the Complainant then decided to unilaterally terminate her lease agreement which caused damages to the Respondents.

However, the Complainant and Respondents 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 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-3-22-005/HUD Case # 04-22-0891-8 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 the Commissioner of South Carolina Human Affairs Commission (SCHAC) has approved it, is binding upon all Respondents, their employees, successors, and all others in active concert with them in the ownership or operation of The Lodges at Lake Wylie at 118 Lodges Lane, Clover, SC 29710.
- 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, Respondents, 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. Respondents agree to comply with all federal and state housing laws.
- B. Respondents agree to apply consistently 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 agree to review and respond to all accommodation and modification requests made by or on behalf of a disabled individual in a reasonable time.
- E. Respondent and Respondent's employees agree to attend Reasonable Accommodation and Modification Fair Housing training provided by the South Carolina Human Affairs Commission within three months from the date of the executed agreement. Respondents are responsible for scheduling training with Commission in the appropriate period in order to remain in compliance with this Agreement.
- F. Complainant and Respondent agree that the Commission shall monitor compliance with the terms and conditions specified in this Agreement for a period of six months. As part of such monitoring, the Commission may inspect Respondents' pertinent records and practices and interview witnesses associated with the future compliance events described in this agreement. Respondent agrees to provide their full cooperation in any monitoring review undertaken by the Commission to ensure compliance with this Agreement.

### IV. RELIEF FOR COMPLAINANT

- A. Respondents agree to waive all early lease termination fees for Complainant.
- B. Respondents agree to refund Complainant one thousand two hundred and six dollars and sixteen cents [\$1,206.16], which represents the return of Complainant's security deposit and previously paid pro-rated rent. Respondents will deliver a check to the Complainant via U.S. Certified mail or other service with tracking capacity within fifteen (15) calendar days of this executed Agreement. Respondents will send the check to Complainant at 210 Postage Way, # 668, Indian Trail, NC 28079.

To show compliance with Section IV subparagraph B, Respondents will provide a photocopy of said check and the delivery tracking information to the Commission within ten (10) calendar days of mailing the check to Complainant. Respondents should send the compliance documents to the address specified in Section VII of this Agreement.

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- C. Respondents agree to notify the appropriate debt collections agencies within ten (10) calendar days of the execution of this agreement that any debts reported as owed to them by [REDACTED] and/or [REDACTED] have been cancelled.
- D. 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 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:

South Carolina Human Affairs Commission  
Fair Housing Division  
Attention: [REDACTED]  
1026 Sumter Street, Suite 101  
Columbia, SC 29201

The Parties may also submit proof of compliance with the terms of the Agreement to [REDACTED] via email sent to [abarker@shac.sc.gov](mailto:abarker@shac.sc.gov).

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

SHAC No. H-3-22-005  
HUD No. 04-22-0891-8

**VIII. COMMISSION REVIEW**

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- 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.

\_\_\_\_\_  
 \_\_\_\_\_, Complainant 6/13/2022  
(Date)

\_\_\_\_\_  
 Southwood Lodges at Lake Wylie, LLC, Respondent 6/13/2022  
(Date)  
 \_\_\_\_\_ Manager

\_\_\_\_\_  
 Southwood Realty Company, Respondent 6/13/2022  
(Date)  
 \_\_\_\_\_ President

\_\_\_\_\_  
 \_\_\_\_\_ Respondent (Date)

\_\_\_\_\_  
 \_\_\_\_\_ Conciliator 6/14/2022  
(Date)

Approved on Behalf of the Commission

*Janie A. Davis*  
 \_\_\_\_\_  
 Janie A. Davis, Commissioner

June 21, 2022

(Date)

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[Redacted] Complainant 6/13/2022 (Date)

Southwood Lodges at Lake Wylie, LLC, Respondent [Redacted] Manager (Date)

Southwood Realty Company, Respondent [Redacted] President (Date)

[Redacted] Respondent 6/13/2022 (Date)

[Redacted] Conciliator 6/14/2022 (Date)

Approved on Behalf of the Commission

Janie A. Davis  
Janie A. Davis, Commissioner

June 21, 2022 (Date)