

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

) BEFORE THE SOUTH CAROLINA
) HUMAN AFFAIRS COMMISSION
)

[REDACTED]

) SHAC No. H-4-21-019
) HUD No. 04-21-5691-8
)

Complainant,

vs.

)
) **CONCILIATION AGREEMENT**
)

[REDACTED]

c/o Haynsworth Sinkler Boyd, P.A.
1201 Main Street, 22nd Floor
Columbia, SC 29201

[REDACTED]

c/o Haynsworth Sinkler Boyd, P.A.
1201 Main Street, 22nd Floor
Columbia, SC 29201

[REDACTED]

c/o Haynsworth Sinkler Boyd, P.A.
1201 Main Street, 22nd Floor
Columbia, SC 29201

[REDACTED]

c/o Kay Covington Property Management, LLC
2725 Devine Street
Columbia, SC 29205

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] LLC ("RCPM"), [REDACTED] (together, the [REDACTED]), and [REDACTED] and collectively with RCPM and the [REDACTED] the "Respondents").

WHEREAS, a verified complaint was filed on March 1, 2021 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 property is located at [REDACTED].

I. CASE SYNOPSIS

The Complainant alleged she requested that RCPM fix the air conditioning because it was so hot that the heat was exacerbating her disability and alleged that RCPM questioned the severity of her disability. She alleged that a property manager of RCPM at the time also told her that the owners were not going to fix the air conditioning because the rent was late and they were not required under the SC Residential Landlord Tenant Act to maintain cooling. The Complainant said while her rent payments at certain times during 2020

and 2021 were late, her rent was ultimately paid in full through a non-profit agency. The Complainant said after she was served an eviction notice on January 15, 2021, she requested a magistrate court hearing and she submitted the CDC Moratorium form to RCPM and the court. The Complainant said she has lived at the subject property for six years and has been on a month-to-month lease for five of those years. The Complainant said after she requested the hearing and submitted the CDC form, she received a letter from RCPM's attorney stating that the owners wanted to terminate her month-to-month tenancy. The Complainant said she emailed the property manager and asked them to reconsider terminating her lease because she is a high risk for COVID-19 because of her medical condition.

Respondents deny any and all wrong-doing, including but not limited to discrimination against the Complainant. They do, however, 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. The parties have reached this resolution before the completion of the investigation, so the Commission has not and will not issue a finding or determination about the allegations.

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-4-21-019 / HUD Case # 04-21-5691-8 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 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 211 Haddington Drive, Columbia, SC 29229.
- 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. RCPM agrees to apply consistently its standards for acceptance and rejection of housing applicants in an objective manner.
- C. RCPM agrees 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. The employees of RCPM that manage the property that is the subject of this action agree to attend virtual Fair Housing training provided by the South Carolina Human Affairs Commission within three months from the date of the executed agreement. RCPM is responsible for confirming its attendance with the Commission. This training will be free of charge for RCPM.
- E. RCPM shall create and implement Reasonable Accommodation and Modification policies, subject to review by the Commission, within three months of the date of this executed agreement. RCPM agrees to cooperate with Commission employees to make recommended updates to the policies prior to implementation.
- F. Complainant and Respondents agree that the Commission shall monitor compliance with the terms and conditions specified in this Agreement through the time period of three months. As part of such monitoring and during this time period, the Commission may inspect RCPM's pertinent records and practices and interview witnesses associated with the compliance events described in this agreement. RCPM 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 allow the complainant to occupy the premises through July 8, 2021. Complainant agrees to pay rent in the amount of \$1,250 on or before June 5, 2021, and prorated rent for July in the amount of \$40.32/day
- B. If the Complainant fails to either pay her rent or vacate on or before July 8, 2021, RCPM is entitled to request a writ of ejectment in the pending eviction action filed by RCPM against Complainant with the Olympia Magistrate, Case No. 2021cv4010900186 (the "Eviction Action").
- C. Within five (5) days of Complainant's vacation of the premises, Complainant will submit a written withdrawal of her request for a jury trial in the Eviction Action, and RCPM will dismiss the Eviction Action.

- D. RCPM will assess the premises within 30 days of receiving the keys to the premises from Complainant and will remit that portion of the security deposit due to the Complainant under the provisions of the lease and the South Carolina Residential Landlord Tenant Law.
- E. 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 all Respondents and RCPM's employees, agents, successors, insurers, and assigns from any and all claims which may be raised on account of the matters raised herein, including but not limited to the lease for the premises.

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 Respondents or Complainant fail 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 Respondents have complied with the terms of this agreement within five months of its execution. In the event that the Commission determines that Respondents have not complied with the terms hereof, the Commission shall send written notice to Respondents and Respondents shall be given a reasonable time period to remedy such non-compliance.
- B. Complainant and Respondents 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@schac.sc.gov.

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

SHAC No. H-4-21-019
HUD No. 04-21-5691-8

Conciliation Agreement

May 27, 2021
Page 5 of 5

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]	06/04/2021
Complainant	(Date)
[Redacted]	6/17/21
Company, LLC, Respondent	(Date)
Representative	
[Redacted]	Jun 16, 2021
Respondent	(Date)
[Redacted]	Jun 16, 2021
Respondent	(Date)
[Redacted]	July 8, 21
Respondent	(Date)
[Redacted]	July 8, 2021
Conciliator	(Date)

Approved on Behalf of the Commission

<i>Janie A. Davis</i>	7 22 2021
Janie A. Davis, Commissioner	(Date)