

**STATE OF SOUTH CAROLINA
COUNTY OF HORRY**

[Redacted]

[Redacted]

Complainants,

vs.

[Redacted] **Manager
1107 48th Avenue North, Suite 110
Myrtle Beach, SC 29576**

**Stay and Play Myrtle Beach, LLC
c/o [Redacted] registered agent
2339 Highway 17 South
Garden City, SC 29576**

[Redacted] **Owner
2339 Highway 17 South
Garden City, SC 29576**

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

) **SHAC No. H-4-21-044
HUD No. 04-21-6350-8**

) **CONCILIATION AGREEMENT**

Respondents.

This compromise Conciliation Agreement is entered by and between the South Carolina Human Affairs Commission (hereinafter "Commission"), on behalf of [Redacted] (hereinafter "Complainants"), versus [Redacted] Stay and Play Myrtle Beach, LLC and [Redacted] (hereinafter "Respondents").

WHEREAS, a verified complaint was filed on April 21, 2021, by Complainants 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 1502 Laughing Gull Court, Murrells Inlet (Horry County) South Carolina 29576.

I. CASE SYNOPSIS

The Complainants alleged that the Respondents are subjecting them to discriminatory terms and conditions, refused to negotiate rental, and denied requests for reasonable accommodations. Complainant [Redacted] said he is authorized to have an emotional support animal (ESA) and the landlord is pushing the No Pets policy. Complainant [Redacted] dates on or about April 12, 2020, [Redacted] informed him that he cannot have his ESA. The Complainants are afraid the Respondents will evict them for having the ESA. The Complainants believe the Respondents are discriminating against them because of Complainant [Redacted]

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disability and his need for the ESA to accommodate his disability.

Respondents deny having discriminated or retaliated against Complainants but 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 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-4-21-044 / HUD Case # 04-21-6350-8 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 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 [1502 Laughing Gull Court, Murrells Inlet (Horry County) South Carolina 29576].
- 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 Complainants and Respondents have complied with the terms of the Agreement.

III. PROVISIONS FOR THE PUBLIC INTEREST

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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, agree 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 consistently apply 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' employees, who interact with applicants, and tenants, shall complete Fair Housing training, provided by the South Carolina Human Affairs Commission or a qualified agency of Respondents' choosing, within six months from the date of the signed agreement. Respondents shall provide certificates/proof of training to the Commission within six months from the date of the signed agreement.

IV. RELIEF FOR COMPLAINANT

- A. Respondents agree to add Complainants as occupants to the current lease of 1502 Laughing Gull Court, Murrells Inlet South Carolina 29576, by way of addendum signed by Complainants within 10-days of execution of this conciliation agreement.
- B. Respondents agree to grant Complainants a reasonable accommodation for the presence of Complainant's Emotional Support Animal (ESA) at 1502 Laughing Gull Court, Murrells Inlet South Carolina 29576 with no additional fees, so long as proper documentation for the ESA is submitted by Complainant within 10-days of execution of this conciliation agreement, and so long as Complainants sign the Respondents animal addendum and understand they are responsible for any damages caused by Complainant's ESA to the property during the term of the lease.
- C. Respondents agree that there shall be no discrimination or retaliation of any kind against Complainants 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. Complainants agree to submit to Respondents proper medical documentation for their ESA within 10-days of execution of this conciliation agreement, sign Respondents animal addendum and understand that they are responsible for any damages caused by Complainant's ESA to the property during the term of the lease.
- B. Upon compliance with the terms of Paragraph IV through herein, Complainants agrees to release and forever discharge Respondents and Respondents' employees, members, officers, agents, successors, insurers, parent companies, affiliated entities, and assigns from any and all claims

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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 suing to enforce this Agreement if Respondents 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 Respondents has complied with the terms of this agreement. In the event that the Commission determines that Respondents has 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(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 Department
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-4-21-044
HUD No. 04-21-6350-8

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]	4/26/2021
Complainant	(Date)
[Redacted]	4-30-21
Complainant	(Date)
[Redacted]	4-29-21
Respondent	(Date)
[Redacted]	4/28/21
Stav and Play Myrtle Beach, LLC, Respondent (Representative)	(Date)
[Redacted]	4-8-21
Respondent	(Date)
[Redacted]	4/30/2021
Conciliator	(Date)

Approved on Behalf of the Commission

<u>Janie A. Davis</u>	5/3/2021
Janie A. Davis, Commissioner	(Date)