UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

TITLE VIII

CONCILIATION AGREEMENT

Between

[redacted]

(Complainants)

And

Hamilton Point Property Management, LLC

(Respondents)

HUD Case Number: 01-13-0242-8

A. PARTIES

Complainants

[redacted]
Hartford, Connecticut 06106

[redacted]
Hartford, Connecticut 06106

Respondent

Hamilton Point Property Management, LLC
2 Huntley Road
Old Lyme, Connecticut 06371

B. STATEMENTS OF POSITION

1. Complainants' Position

Complainants, [redacted], filed a complaint with the Department on February 19, 2013 pursuant to 42 U.S.C. § 3610(a)(1A)(i), alleging that Respondent Hamilton Point Property Management, LLC (HPPM) violated the Fair Housing Act (the "Act") by a discriminatory refusal to rent based upon familial status.

Complainants allege they resided at the Wilcox, Respondent's property, from on or about July 2002 until February 29, 2012. Complainants allege that by letter dated January 1, 2012, Respondent informed them that it would not renew their lease when it expired on February 28, 2012. Complainants further allege that the letter stated that "[w]hile we have been happy with your tenancy, unfortunately, due to CT State Occupancy Laws (two persons per bedroom), we will not be able to renew your current Lease Agreement."

Complainants allege the letter further directed them "to vacate your apartment by February 28, 2012" and stated that failure to do so "could result in legal proceedings to regain possession of the property, which in turn may incur attorney costs and court fees that you could be responsible for." Complainants allege that based on this letter, they vacated their home on February 28, 2012. Complainants allege that the apartment was of sufficient size for a family of two adults and three children. Complainants allege that Respondent had a policy of not renting two bedroom apartments to households of more than four persons.

2. Respondent's Position

Respondent states that it uses the Connecticut Regulations of State Agencies Occupancy Standards (8-37ee) as guidelines for establishing maximum occupancy standards. Respondent

claims it relied on city officials as well, who stated that two persons per bedroom is the maximum allowable under city code.

3. Conciliation

HUD has not reached a final determination regarding the complaint pursuant to 42 U.S.C. § 3610(g). The parties in the interest of avoiding litigation have been able to reach an agreement and thus enter this conciliation agreement ("Agreement"). The parties do not admit any wrong doing by entering into this agreement.

C. TERM OF AGREEMENT

This Agreement shall be in effect for a period of one (1) year from the effective date of the Agreement, unless an extension is necessary to complete the actions mandated by the Agreement. Time-frames specified in this Agreement are composed of calendar days.

D. EFFECTIVE DATE

The parties expressly agree that this Agreement constitutes neither a binding contract under state or federal law nor a conciliation agreement pursuant to the Act, unless and until such time as it is signed by all parties and approved by the Region I FHEO Director.

E. GENERAL PROVISIONS

1. The parties acknowledge that this Agreement is a voluntary and full settlement of all issues related to the Department's investigation and the disputed complaint. The parties affirm that they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

2. Respondent acknowledges that the Act makes it unlawful to retaliate against any person because that person has made a complaint, testified, assisted or participated in any manner in a proceeding under the Act. Respondent further acknowledges that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement and a statutory violation of the Act.

3. The parties to this Agreement agree that, after it has been approved by the Region I FHEO Director, it is binding upon them, their employees, heirs, successors and assigns and all others in active concert with them in the ownership or operation of their respective organization's services.

4. It is understood that, pursuant to Section 810(b)(4) of the Act, upon approval of this Agreement by the Region I FHEO Director, it is a public document.

5. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint involving Respondent made pursuant to the Act, or any other complaint within the Department's jurisdiction. This Agreement does resolve all issues that the Complainants have raised or could have raised in the complaint regarding Respondent's

treatment of families with minor children. However, this Agreement does not preclude the Department from performing the normal duties under the Fair Housing Act relating to investigating individual complaints alleging discrimination.

6. No amendment to, modification of, or waiver of any provisions of this Agreement shall be effective unless: (a) all signatories or their successors to the Agreement agree in writing to the amendment, modification or waiver; (b) the amendment, modification or waiver is in writing; and (c) the amendment, modification or waiver is approved and signed by the Region I FHEO Director.

7. The parties agree that the execution of this Agreement may be accomplished by separate executions of consent to this Agreement, and that the original executed signature pages attached to the body of the Agreement constitute one document.

F. AFFIRMATIVE RELIEF

1. To the extent they are not already doing so, Respondent shall within thirty (30) days after the agreement becomes effective post and prominently display in the rental office and in any other office where there is rental activity and/or personal contact with applicants for the rental of dwellings from Respondent, a poster no smaller than 11 inches by 14 inches that indicates that all dwellings are available for rent on a nondiscriminatory basis. The poster shall comply with the requirements set out in 24 C.F.R. Part 110.

2. To the extent they are not already doing so, Respondent shall within thirty (30) days after the agreement becomes effective include the words "Equal Housing Opportunity" or the fair housing logo in all advertising conducted by Respondent in newspapers, telephone directories, radio or other media, and on all signs, pamphlets, brochures, and other promotional literature. The words or logo shall be prominently placed and easily legible. Nothing in this provision shall require Respondent to replace existing large metal or wooden signage that only identifies the name of the property.

3. Respondent henceforth agrees not to execute any occupancy policy that is more restrictive than that provided by local, state, county, or municipal law. In choosing to execute an occupancy policy, Respondent agrees to consult and consider HUD adopted factors outlined in the "Keating Memorandum". 70256 Federal Register / Vol. 63, No. 243 / Friday, December 18, 1998. During the term of this Conciliation, Respondent agrees to henceforth submit any and all occupancy standards it wishes to implement for HUD approval. Additionally after adopting any and all changes required by HUD, Respondent agrees to notify every tenant affected of said policy in writing by mailing or hand delivery.

G. MANDATORY EDUCATION

1. Within thirty (30) days after the agreement becomes effective, Respondent shall provide a copy of this Agreement to all its representatives, agents and employees involved in the rental or management of dwellings and secure the signed statement from each agent or employee acknowledging that he or she has received and read the Agreement. This statement shall be substantially in the form of Appendix A.

2. During the term of this Agreement, within (30) days after he or she commences an agency or employment relationship with Respondent, each new agent or employee involved in the rental or management of dwellings shall be given a copy of this Agreement and be required to sign a statement acknowledging that he or she has received and read the agreement. This statement shall be substantially in the form of Appendix A.

H. COMPENSATION FOR AGGRIEVED PERSONS

1. Within fourteen (14) days after the date of entry of this Conciliation Agreement, Respondent shall pay to [redacted] the sum of fifteen thousand dollars ($15,000.00) in full settlement of any and all claims that [redacted] could bring arising out of the allegations underlying the investigation or presented in the complaint. Such payment shall be by check payable to the Connecticut Fair Housing Center as Trustee for [redacted]. Respondent shall send a copy of the check to the Region I FHEO Director. Upon receipt of the check, the Region I FHEO Director shall send to HPPM a release executed by [redacted] of all claims, legal or equitable, that [redacted] may have against Respondent relating to the allegations underlying the investigation or claims asserted in the complaint. The release of all claims shall be in the form included hereto in Appendix B.

2. The Connecticut Fair Housing Center agrees to provide its Tax ID on IRS form w-9 to Respondent before receiving payment.

3. Within thirty (30) days of the execution of the Agreement, Respondent shall review applications for housing and notices of eviction, from February 19, 2011 to the effective date of the agreement, to identify individuals and families who may have been unlawfully denied housing or sent notice to transfer as a result of Respondent's past occupancy standards. Within forty-five (45) days of execution of this Agreement, Respondent shall provide the Region I FHEO Director a report on how many files were searched, the methods used, and a list of the identified applicants and evictees. The report will include sworn affidavits of all employees who conducted the review.

4. Respondent shall establish a Victim Fund to compensate individuals and families who had been unlawfully denied housing as a result of Respondent's past occupancy standards. Respondent shall hire an independent third party administrator (the "Administrator") approved by the Region I FHEO Director. Respondent shall provide the Administrator with the names and last known addresses of the applicants, evictees, and households required to transfer, identified pursuant to the review described in Paragraph H(3).

Within forty-five (45) days of the execution of the Agreement, the Administrator shall mail a copy of the Notice included hereto in Appendix C to all applicants identified in Respondent's internal review. The notice shall inform the applicants of the availability of compensatory funds and shall include the claim form included hereto as Appendix D.

a. Within sixty (60) days of entry of this Agreement, the Administrator shall provide a certification to the Region I FHEO Director that it has sent the notice to all identified applicants in accordance with Paragraph H(4).

b. Recipients of the Notice shall have sixty (60) days after receipt of the notice to submit a claim to the Administrator in the form of Appendix D. The date of receipt shall be the date of mailing plus an additional five (5) calendar days.

c. Within ten (10) days after the conclusion of the sixty (60) day period referenced in Paragraph H(4)(b), the Administrator shall provide Respondent and the Region I FHEO Director a list of all claims.

d. For each Claim, the Administrator shall make an initial determination as to whether the person filing a claim with the Administrator ("Claimant") is entitled to a payment. To authorize a payment the Administrator must document, that the Claimant had either applied for housing and was denied because of family size, been required to vacate or transfer due to Respondent's past occupancy standard and that the Claimant would have been in compliance with the applicable local occupancy code.

e. If the Administrator concludes, and documents in writing, that the standards required under Paragraph H(4)(d) are satisfied, the Administrator shall tentatively approve an Applicant's claim.

f. Within one hundred-twenty (120) days of Administrator sending the notice to all Applicants, the Administrator shall make a tentative decision approving or denying all claims and shall provide to Respondent and to the Region I FHEO Director a list of all claims the Administrator has received. That list shall specify those claims that the Administrator has tentatively approved in accordance with the requirements of Paragraph H(4)(d). For claims the Administrator has tentatively denied, the Administrator shall provide a brief explanation of the reason for denial, this shall be in the form of Appendix E.

g. Respondent and the Region I FHEO Director shall have thirty (30) days in which to review the claims that the Administrator tentatively approved and provide to the Administrator any written objections to the Administrator's tentative approval or denial of a claim. If either Respondent or the Region I FHEO Director disputes, in writing, the Administrator's tentative approval or denial of a claim, the Administrator shall, within ten (10) days, provide any other factual information to Respondent and the Region I FHEO Director that the Administrator believes should be considered by the parties.

h. Respondent and the Region I FHEO Director, or her designee, will work cooperatively in an effort to resolve any disputed claims based on the information provided by the

Administrator and any other available information. However the Region I FHEO Director will make the final decision on disputed claims. For all claims that are not disputed by either party, the Administrator shall mail each Claimant a copy of the appropriate notice contained in Appendix F along with a release contained in Appendix G of this Agreement within ten (10) days of the expiration of the time for dispute, with a copy of each notice to Respondent and the Region I FHEO Director. If the Administrator receives any notice returned with a forwarding address, it shall promptly re-send the notice to the forwarding address.

i. Within seventy-five (75) days of mailing the notices of approved claims, the Administrator shall make a payment of $3,500 to each Claimant whose claim was approved and who timely returned a signed release. The Administrator shall provide Respondent and the Region I FHEO Director a full accounting, including copies of all releases received, awards sent, and letters to which no response was received or that were returned as undeliverable.

j. All costs associated with the administration of the internal review, notifications to applicants, payments to applicants, and Administrator shall be borne by Respondent.

k. No Applicant shall be eligible for payment of an Award if such Applicant has previously received compensation from Respondent in response to any claim of discrimination and has executed a release in exchange for such compensation.

I. RECORD KEEPING AND REPORTING

1. During the one-year term of this Agreement, the Respondent shall retain all rental records maintained in the normal course of their business –including, but not limited to, inquiry logs, applications, tenant files, and all records relating to actual or threatened evictions. The Department shall have the right to review and copy such records upon request.

2. During the one-year term of this agreement, the Respondent shall give the Region I FHEO Director notice within fifteen (15) days of receipt of any written or oral complaint against the Respondent regarding discrimination on the basis of familial status and a description of the resolution of any such complaint within fifteen (15) days of resolution. If the complaint is written, the Respondent shall provide a copy of it with the notice; if the complaint is oral, Respondent shall include a written summary of it with the notice. The notice shall include the full details of the complaint, including the Complainant's name, address and telephone number, if known. Respondent shall also promptly provide the Region I FHEO Director all information she may request concerning any such complaint and its actual or attempted resolution.

J. ADMINISTRATION

1. The requirements of this Agreement shall be in effect for one year, unless an extension is necessary to complete the actions mandated by the Agreement.

4. The Department shall retain jurisdiction of this matter for the duration of this Agreement to enforce the terms of the Agreement.

WHEREFORE, the parties hereto have duly executed this Agreement:

[redacted] 7/19/13

[redacted] Date

[redacted] 07/19/2013

Date

Complainant

Hamilton Point Property Management, LLC signatory authority Date

Approving this Agreement:

07-23-13

Susan M. Forward
Region I Director
Office of Fair Housing and Equal Opportunity

Date

2. Any time limits for performance fixed by this Agreement may be extended by mutual written agreement of Respondent and the Region I FHEO Director.

3. Respondent's compliance with the terms of this Agreement shall fully and finally resolve all claims of the Department relating to Respondent's alleged violation of the Act by means of discriminating against persons on the basis of their familial status, including all claims for equitable relief and monetary damages and penalties.

4. The Department shall retain jurisdiction of this matter for the duration of this Agreement to enforce the terms of the Agreement.

WHEREFORE, the parties hereto have duly executed this Agreement:

[redacted] Date
Complainant

[redacted] Date
Complainant

7-18-13
Hamilton Point Property Management, LLC signatory authority Date

Approving this Agreement:

07-23-13
Susan M. Forward Date
Region I Director
Office of Fair Housing and Equal Opportunity