



THE U.S. DEPARTMENT OF HOUSING AND  
URBAN DEVELOPMENT



TITLE VIII CONCILIATION AGREEMENT

BETWEEN



(Complainant)



(Complainant)

And

RHP Properties, Inc.  
31200 Northwestern Hwy  
Farmington Hills, MI 48334  
(Respondent)

And

Kim Humiston  
Former Regional Manager  
RHP Properties, Inc.  
1 Sequoia Drive  
Casper, WY 82604  
(Respondent)

Approved by the Office of Fair Housing and Equal Opportunity (FHEO), Region VIII  
Director on behalf of the U.S. Department of Housing and Urban Development

TITLE VIII Case Number: 08-16-4052-8

**A. PARTIES**

**Complainants:**

[REDACTED]

**Respondents:**

RHP Properties, Inc.  
Kim Humiston, Former Regional Manager

The subject property is a single-wide mobile home located in Plainview Mobile Home Park, 3650 Harvey Place, Lot [REDACTED], in Casper, Wyoming. Complainants own the structure and rent the lot from Plainview, LLC. Kim Humiston was the regional manager with oversight over Plainview Mobile Home Park during the alleged events.

**B. STATEMENT OF FACTS**

A complaint was filed on December 28, 2015, with the U.S. Department of Housing and Urban Development ("HUD" or the "Department") alleging one or more discriminatory housing practices under the Fair Housing Act, as amended, Title 42 United States Code (U.S.C.) Sections 3601 - 3619 ("the Act"). Complainants alleged Respondents discriminated against persons with disabilities by delaying several requests to erect a chain linked fence to enclose their lot as a reasonable modification, in violation of Sections 3604(f)(3)(A) and 3604(f)(2)(A)(C) of the Act.

Respondents denied they engaged in any discriminatory housing practices, but agreed to settle the claim in the underlying action by entering into this Conciliation Agreement.

It is understood by all parties that this Agreement does not constitute an admission by Respondents of any violation of the Act.

**C. TERM OF AGREEMENT**

1. This Conciliation Agreement ("Agreement") shall govern the conduct of the parties to it for a period of one (1) year from its effective date.

**D. EFFECTIVE DATE**

2. This Agreement shall become effective on the date that it is approved by the FHEO Region VIII Director, Denver, Colorado or his or her designee.
3. The parties agree that this Agreement constitutes neither a binding contract under state or federal law nor a conciliation agreement pursuant to the Act until it is

approved by the Department through the FHEO Region VIII Director or his or her designee.

**E. GENERAL PROVISIONS**

4. The parties acknowledge that this Agreement is a voluntary and full settlement of 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.
5. Respondents acknowledge they have an affirmative duty not to discriminate under the Act, and that it is 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. Respondents further acknowledge that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement and a statutory violation of the Act.
6. This Agreement, after it has been approved by the FHEO Region VIII Director or his or her designee, is binding upon Complainants, Complainants' heirs, successors and assigns. This Agreement, after it has been approved by the FHEO Region VIII Director, or his or her designee, is additionally binding upon Respondents, their employees, heirs, successors and assigns, and all others in active concert with the operation of the subject property.
7. It is understood that upon approval of this Agreement by the FHEO Region VIII Director or his or her designee, it is a public document pursuant to Section 3610(b)(4) of the Act.
8. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint involving Respondents made pursuant to the Act or any other complaint within the Department's jurisdiction.
9. No amendment to, modification of, or waiver of any provisions of this Agreement will be effective unless: (a) all signatories to the Agreement or their successors 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 FHEO Region VIII Director or his or her designee.
10. The parties agree that the execution of this Agreement may be accomplished by separate execution of consents to this Agreement, and that the original executed signature pages attached to the body of the Agreement constitute one document.
11. Complainants hereby forever waive, release, and covenant not to sue the Department or Respondents, to include all their heirs, executors, assigns, agents, employees and attorneys with regard to any and all claims, damages and injuries

of whatever nature, whether presently known or unknown, arising out of the subject matter of FHEO Case Number 08-16-4052-8, or which could have been filed in any action or suit arising from said subject matter.

12. Respondents hereby forever waive, release, and covenant not to sue the Department or Complainants, to include all their successors, assigns, agents, officers, employees and attorneys with regard to any and all claims, damages and injuries of whatever nature, whether presently known or unknown, arising out of the subject matter of FHEO Case Number 08-16-4052-8, or which could have been filed in any action or suit arising from said subject matter.
13. The individual(s) signing on behalf of any named Respondent hereby represents that he or she has the authority to sign for that Respondent and that his or her signature will bind Respondent.

**F. RELIEF FOR COMPLAINANTS**

14. Within thirty (30) days of the effective date of this Agreement, Respondents will purchase and erect an additional "Deaf Child at Play" sign and install it at a location negotiated between Complainants and Respondents near the playground area.
15. Within thirty (30) days of the effective date of this Agreement, Respondents will provide Complainants written approval on company letterhead to erect a four-foot chain linked fence as a reasonable modification for their minor child with disabilities, confirming the existing agreement.

**G. RELIEF IN THE PUBLIC INTEREST**

16. Within thirty (30) days of the effective date of this Agreement, Respondents agree to implement the reasonable accommodation and reasonable modification policies for receiving and handling requests made by individuals with disabilities, entitled "Reasonable Accommodation and Reasonable Modification Policy," as attached hereto in Appendix A. Respondents agree that the removal of any former reasonable accommodation and reasonable modification policies will take effect at all properties owned or managed by Respondents. Respondents agree that the new policies will be implemented and maintained at all the properties owned or managed by Respondents. Respondents also agree that the policies will be disseminated to all new tenants by attaching the policy to all their rental and/or purchase agreements for each property they own or manage.
17. Within thirty (30) days of the effective date of this Agreement, Respondents agree to make available the Reasonable Accommodation and Modification Policy at any location used as a rental or business office at each property they own or manage.

18. Within thirty (30) days of the effective date of the Agreement, Respondents agree to submit existing training materials for review for any necessary updates or revisions to comply with the Act, as outlined in paragraph 26.
19. Within thirty (30) days of the effective date of this Agreement, Respondents agree to display and maintain HUD Fair Housing posters, form HUD-928.1A (6/2011), in the main rental and/or purchase area at each property owned or managed by Respondents, as attached hereto in Appendix B. Posters may be obtained from HUD's website at:

[http://portal.hud.gov/hudportal/documents/huddoc?id=Fair\\_Housing\\_Poster\\_Eng.pdf](http://portal.hud.gov/hudportal/documents/huddoc?id=Fair_Housing_Poster_Eng.pdf)

## **H. MONITORING**

20. The Department will determine compliance with the terms of this Agreement. During the term of the Agreement, the Department may review compliance with the Agreement by examining witnesses and copying pertinent records. Monitoring this Agreement may also include, but is not limited to, conducting fair housing tests by the Department or other entity. Respondents agree to provide full cooperation in any monitoring review undertaken by the Department to ensure compliance with the Agreement.

## **I. REPORTING AND RECORDKEEPING**

21. Within twenty (20) days of having installed the "Deaf Child at Play" sign referenced in Paragraph 14 of this Agreement, Respondents shall certify compliance with the provision by sending a photocopy of the sign to HUD as outlined in Paragraph 26.
22. Within twenty (20) days of having provided the letter referenced in Paragraph 15 of this Agreement, Respondents shall certify compliance with the provision by sending a photocopy of the letter to HUD as outlined in Paragraph 26.
23. Within twenty (20) days of having implemented the policy outlined in Paragraphs 16 and 17 of this Agreement, Respondents shall certify compliance with the provision by sending a signed statement attesting to the implementation of the policy at each property owned or managed by Respondents as outlined in Paragraph 26.
24. Within twenty (20) days of HUD's review of all training materials required by Paragraph 18 of this Agreement, Respondents shall certify compliance with the updates and revisions by sending a signed statement attesting to completion as outlined in Paragraph 26.
25. Within twenty (20) days of having posted the fair housing posters required by Paragraph 19 of this Agreement, Respondents shall certify compliance with the

provision by sending a signed statement attesting to displaying of the posters as outlined in Paragraph 26.

26. All reports and correspondence pursuant to this Agreement shall include FHEO case number 08-16-4052-8. All required certifications and documentation of compliance must be submitted to:

Amy M. Frisk, Region VIII Director  
Office of Fair Housing and Equal Opportunity  
U.S. Department of Housing and Urban Development  
1670 Broadway, 24th floor  
Denver, Colorado 80202-4801

**J. CONSEQUENCES OF BREACH**

27. Whenever the Department has reasonable cause to believe that the Respondent(s) has breached this Agreement, the matter may be referred to the Attorney General of the United States to commence a civil action in the appropriate U.S. District Court, pursuant to §§ 3610(c) and 3614(b) of the Act.

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K. SIGNATURES

Complaint

[Redacted signature]

Complaint

[Redacted signature]

RHP Properties, Inc.  
Respondent

[Redacted signature]

Signed by: Ross H. Brink, Resident  
(print name, title)

Kim Humiston, Former Regional Manager  
Respondent

[Redacted signature]

APPROVAL

Amy M. Frisk

Amy M. Frisk  
Region VIII Director  
Office of Fair Housing and Equal Opportunity

Date

29 Nov 2016

Date

11/11/16

Date

11/21/16

Date

11/28/16

Date

11/28/16

APPENDIX A  
REASONABLE ACCOMMODATION/MODIFICATION POLICY

[HOUSING PROVIDER] is committed to providing people with disabilities<sup>1</sup> the equal opportunity to use and enjoy their dwellings, as required by federal, state, and local law. Reasonable accommodations may include a change or exception to rules, policies, practices, or services that is needed because of a person's disability. Reasonable modifications may be a physical change to a unit or common area that is needed because of a person's disability. It is [HOUSING PROVIDER]'s general policy to provide reasonable accommodations or modifications to individuals with disabilities whenever an individual has a.) requested a reasonable accommodation or modification, b.) met the definition of a person with a disability, and c.) has provided that there is a disability-related need for the requested accommodation or modification. A disability-related need exists when there is an identifiable relationship, or nexus, between the requested accommodation/modification and the individual's disability.

[HOUSING PROVIDER] accepts reasonable accommodation and modification requests from persons with disabilities and those acting on their behalf. Reasonable accommodation and modification request forms are available in your property management office, and may be returned to that office when complete. They will then be forwarded to the appropriate property manager. If you require assistance in completing the form, or wish to make the request orally, please contact [HOUSING PROVIDER]'s management office. [HOUSING PROVIDER] will keep a record of all requests.

We will make a prompt decision on your request. If the request is of a time-sensitive nature, please let us know and we will expedite the decision-making process. In the event we need additional information to make a determination, we will promptly advise you of the information needed. It is [HOUSING PROVIDER]'s policy to seek only the information needed to determine if the request should be granted under federal, state, or local law. We will not ask about the nature or extent of your disabilities, except to the extent necessary to evaluate the need for accommodation or modification and/or to engage in the interactive process. If the request is granted, you will receive a letter indicating so.

In the event of a denial due to a fundamental alteration to the operations of the property or if the request imposes an undue financial and administrative burden the request will be discussed with the individual who has made the request. [HOUSING PROVIDER] is committed to participating in an interactive process with the person requesting the accommodation or modification in order to reach an alternative.

If the request is denied we will provide you with a letter stating all of the reasons for the denial. If an individual with a disability believes that the request has been denied unlawfully or a response has been unreasonably delayed, then he or she may contact the U.S. Department of Housing & Urban Development, Office of Fair Housing & Equal Opportunity, 1-800-669-9777, <http://hud.gov/complaints>.

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<sup>1</sup> For this purpose, a person with a disability is defined as a person with a physical or mental impairment that substantially limits one or more major life activities, a person who is regarded as having such an impairment, or a person with a record of such an impairment. Physical or mental impairments include, but are not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, HIV, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism. The term "substantially limits" suggests that the limitation is significant or to a large degree. The term "major life activity" means those activities that are of central importance to daily life, including but not limited to seeing, hearing, walking, breathing, performing manual tasks, caring for one's self, learning, and speaking.

## ASSISTANCE ANIMALS

A common type of reasonable accommodation is allowing a person with a disability to keep assistance animal(s)<sup>2</sup>. Dogs are the most common type of assistance animal; however there are many other animals that can be assistance animals as well. Breed, size, and weight limitations may not be applied to an assistance animal and these animals are not required to be individually trained or certified. Payment of a fee or deposit applied to individuals with PETS may not be applied. [HOUSING PROVIDER] is committed to ensuring that individuals with disabilities, who make a reasonable accommodation request, may keep such animals to the extent required by federal, state, and local law. In the case of an individual who requests a reasonable accommodation for an assistance animal, [HOUSING PROVIDER] will consider the following two criteria:

- i. That the individual requesting the accommodation to keep an assistance animal meets the definition of a person with a disability;
- ii. That that individual requesting the accommodation to keep an assistance animal has a disability-related need for the animal.

If the individual meets the two criteria, [HOUSING PROVIDER] will provide an exception to the existing rules or policies relating to pets to permit the individual with a disability to live with and use an assistance animal in all areas of the premises where persons are normally allowed to go unless doing so would fundamentally alter the nature of the housing providers services, or imposes an undue financial and administrative burden.

[HOUSING PROVIDER] may ask individuals who have disabilities that are not readily apparent or known to submit reliable documentation of a disability and their disability-related need for an assistance animal. [HOUSING PROVIDER] may request documentation from a treating physician, psychiatrist, social worker, other mental health professional, or other reliable third party, stating that the animal provides support that alleviates one or more of the identified symptoms or effects of an existing disability. We will not ask for access to medical records, or request detailed or extensive information/documentation of an individuals physical or mental disabilities

Because [HOUSING PROVIDER] is dedicated to the health and safety of all residents please note that if the specific assistance animal poses a direct threat to the health, safety, or property of others the request may be denied if it cannot be reduced or eliminated by other reasonable means. A determination that an assistance animal poses a direct threat of harm to others or would cause substantial physical damage will be based on an individualized assessment that relies on objective evidence about the specific animal's

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<sup>2</sup> An assistance animal is not a pet. It is an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance animals perform many disability-related functions, including but not limited to, guiding individuals who are blind or have low vision, alerting individuals who are deaf or hard of hearing to sounds, providing protection or rescue assistance, pulling a wheelchair, fetching items, alerting persons to impending seizures, or providing emotional support to persons with disabilities who have a disability-related need for such support.

## ASSISTANCE ANIMALS

actual conduct. It will not be based on speculation or fear about the types of harm or damage an animal may cause. It will not be based on evidence about harm or damage that other animals have caused.