

UNITED STATES DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT

TITLE VIII

CONCILIATION AGREEMENT

between

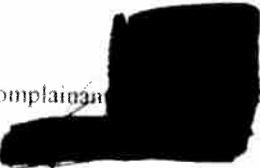
 (Complainant)

and

Point East Three Condominium Corporation, Inc. (Respondent)

FHEO CASE NUMBER: 04-11-0473-8

Approved by the FHEO Regional Director on behalf of the United States
Department of
Housing and Urban Development

Complainant 

 *Point East Three Condominium Corporation, Inc.*
FHEO Case # 04-11-0473-8
Page 1 of 9

Respondent _____

A. PARTIES

Complainants

[REDACTED] belongs to a class of persons who are protected from unlawful housing discrimination under the Fair Housing Act, as amended, ("Act") based on disability. Hereinafter, Complainant [REDACTED] is referred to as "Complainant".

Respondent

Point East Three Condominium Corporation, Inc. is a non-profit corporation, organized under the laws of the State of Florida and registered with the Secretary of State to do business in the State of Florida. Respondent governs the property which is the subject of this conciliation. Hereinafter, Respondent Point East Three Condominium Corporation, Inc. is referred to as "Respondent".

B. STATEMENT OF FACTS

Complainant's Allegations

Complainant [REDACTED] owns and has resided in one of the Point East Three Condominiums since 2006. She is a person with mental and physical disabilities, including a hearing impairment, and therefore, she belongs to a class of persons whom the Fair Housing Act protects from unlawful discrimination. Complainant alleges that Point East Three Condominium Corporation, Inc. (Respondent) discriminated against her by denying her request for a reasonable accommodation she made to Respondent in order to be allowed to keep her assistance and emotional support animal. Respondent continues to improperly apply the "No-Pet" policy to her and while not applying it to other nondisabled condo owners who do have or did have pets. After receiving adequate documentation supporting her request for reasonable accommodation, Respondent continued to selectively enforce the "No-Pet" policy. Complainant also alleges that Respondent is retaliating against her and harassing her because she previously filed a fair housing complaint.

Further, Complainant alleges Respondent continually refers to her assistance/emotional support animal as a "pet", demanding that Complainant remove the animal from the premises. Respondent has subjected Complainant to a \$100.00 per day fine even though it has acknowledged receiving numerous documents from her medical providers supporting the need for the assistance/emotional support animal. Despite the fact that Respondent fails to properly enforce the "No-Pet" policy against the residents who just have pets, Respondent continues to refuse to approve Complainant's reasonable accommodation request that she be permitted to keep her assistance/emotional support animal. Complainant believes she has been subjected to

Complainant

[REDACTED] Point East Three Condominium Corporation, Inc.
FHEO Case # 04-11-0473-8
Page 2 of 9

Respondent _____

difference in treatment by Respondent by citing and enforcing the established "No-Pet" policy. Respondent refuses to accept that [REDACTED] (a cocker spaniel), is the Complainant's assistance and emotional support animal not a "pet." Complainant has been injured by Respondent's refusal of her accommodation request, selective enforcement of the "No-Pet" policy against her, and alleges that Respondent has coerced, harassed, intimidated and interfered with her enjoyment of her home as a result of her exercising her fair housing rights. Complainant also alleges that Respondent's continued harassment has exacerbated her injuries to the point of causing an ulcer. Complainant alleges discrimination because of her disabilities in violation of the Fair Housing Act.

Respondent's Defenses

The respondent denies the allegations. The respondent stated that the complainant's dog is a pet, and that the Association demanded that she remove her dog from her unit, consistent with the Association's "No-Pet" policy. The respondents asserted that the complainant failed to establish that she is a person with a disability, and stated that they did not receive adequate documentation from the complainant regarding her reasonable accommodation request. The complainant has been walking her dog in common areas and antagonizing other condo residents. She allows the dog to defecate where it wants to, but does not clean up after it. The Association took legal action and prevailed. The complainant has ignored court orders and continues to not clean up after her dog. The complainant is barred from filing new claims "by the doctrine of Res Judicata." However, the Respondent agrees to settle the claims in the underlying action by entering into this Conciliation Agreement.

C. TERMS OF AGREEMENT

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

D. EFFECTIVE DATE

2. 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 approved by the U.S. Department of Housing and Urban Development (Department), through the FHEO Region IV Director, or his or her designee.
3. This Agreement shall become effective on the date on which it is approved by the Department's FHEO Region IV Director or his or her designee.

Complainant

[REDACTED] v. Point East Three Condominium Corporation, Inc.
FHEO Case # 04-11-0473-8
Page 3 of 9

Respondent _____

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. The Department acknowledges that this Agreement does not constitute, and shall not be construed as an admission by the Respondent of any violation of any Federal, State, or local civil rights, statute, law, ordinance or regulation.
5. Respondent acknowledges that it has a duty not to discriminate under the Act, and that it is unlawful to retaliate against any person because that person has filed a complaint, testified, or participated in any manner in a proceeding under the Act. Respondent further acknowledges that any subsequent retaliation or discrimination against the Complainant constitutes both a material breach of this Agreement, and is a statutory violation of the Act.
6. This Agreement, after it has been approved by the FHEO Region IV Director, or his or her designee, is binding upon Complainant, and Respondent, its employees, successors and assigns and all others active in the ownership or operation of the subject property.
7. It is understood, that pursuant to Section 810(b)(4) of the Act, upon approval of this Agreement by the FHEO Region IV Director, or his or her designee, it is a public document.
8. This Agreement does not in any way limit or restricts 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.
9. No amendment to, modification of, or waiver of any provision 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 FHEO Region IV Director, or his or her designee.
10. The parties agree that the execution of this Agreement may be accomplished by separate execution of consent to this Agreement, the original executed signature pages to be attached to the Agreement to constitute one document.
11. Complainant hereby forever waives, releases and covenants not to sue the Department and/or Respondent and/or Respondent's past and/or present officers and/or directors (including without limitation Luis Nuñez, Burton Lederman, Abraham Genen, George Sedano, and Rhea Unger) in their individual and/or officer capacities, authorities, its heirs, executors, successors, assigns, agents, employees, insurers, and/or attorneys and/or their heirs, executors, successors, and/or assigns, with regard to any, and all claims,

Complainant 

 Point East Three Condominium Corporation, Inc.
FHEO Case # 04-11-0473-8
Page 4 of 9

Respondent _____

damages, and injuries of whatever nature whether presently known or unknown, arising out of the subject matter of HUD's Title VIII Case Number 04-11-0473-8, or which could have been filed in any action or suit arising from said subject matter. Complainant agrees not to accept, recover, or receive any monetary damages or any other form of relief, which may arise out of or in connection with any administrative remedies, which may be filed with or pursued independently by a governmental agency or agencies, whether federal, state or local.

13. Respondent hereby forever waives, releases and covenants not to sue Complainant or the Department, its heirs, executors, assigns, employees, and attorneys with regard to any and all claims, damages and injuries of whatever presently known or unknown, arising out of the subject matter of HUD's Case Number 04-11-0473-8, or which could have been filed in any action or suit arising from said subject matter.
14. The parties acknowledge that the complaint was amended to remove Luis Nuñez, Burton Lederman, Abraham Genen, George Sedano, and Rhea Unger as individual respondents from the complaint. The parties further acknowledge that George Sedano will sign the agreement not individually, but in his capacity as President of the Board, on behalf of Respondent, Point Three East Condominium Corporation, Inc.

F. RELIEF FOR THE COMPLAINANT

15. Respondent agrees to pay or cause to be paid to Complainant the sum of \$18,000, as follows: Respondent will pay or cause to be paid to Complainant \$10,000 upon execution of the Agreement. Respondent will pay or cause to be paid the balance (\$8,000) via two additional payments. The first additional payment (\$4,000) shall be made not later than 6 months following the date of execution of this Agreement. The second additional payment (\$4,000) shall be made not later than 12 months following the date of execution of this Agreement. All payments shall be in the form of checks made payable directly to Complainant.
16. Respondent acknowledges that Complainant is a person with a disability and is entitled to keep her emotional support animal as a reasonable accommodation. Respondent acknowledges that Complainant has provided sufficient medical documentation for this accommodation, and agrees that Respondent will not request any additional medical documents from Complainant or her healthcare providers.
17. Respondent will immediately cease any further legal, administrative, or other actions that have the purpose of requiring removal of Complainant's emotional support animal from her residence.
18. Respondent agrees that Complainant owes the Point East Three Condominium Corporation, Inc. no money, and waives any and all previously levied fines.

Complainant

 Point East Three Condominium Corporation, Inc.
FHFO Case # 04-11-0473-8
Page 5 of 9

Respondent _____

19. Respondent agrees that Complainant may walk her dog at the subject property, including all exterior common areas.
20. Respondent agrees that Complainant may bring her dog with her to the interior common areas, including the clubhouse, gym, office, and community room. Complainant agrees to keep her dog on a short leash at her side whenever she is in these common areas.
21. Complainant agrees not to bring her dog into the dining room.
22. Once the respondent has developed and implemented HUD-approved policies governing animals living at Point East Three, the complainant agrees to comply with them. Until implementation of these policies, the complainant agrees:
 - 1) to remove and dispose of any solid animal waste created by her dog;
 - 2) to keep her dog on a leash at all times when outside of her unit, and to keep her dog at her side whenever other persons are nearby; and
 - 3) to ensure that her dog is current on all vaccinations required by the City and County in which she resides.
23. The complainant and respondent agree to keep the financial terms of the Agreement confidential. The parties agree that the Conciliation Agreement is a public document.

G. RELIEF IN THE PUBLIC INTEREST

24. Within 60 days of the date of execution of this Agreement, Respondent will develop and submit to HUD for review and approval policies governing animals living at Point East Three.
25. Within 60 days of the date of execution of this Agreement, Respondent will develop and submit to HUD for review and approval its policies and procedures for providing reasonable accommodations for persons with disabilities living at Point East Three.
26. To assure that the public interests are protected, Respondent agrees to take such affirmative actions as may be necessary to promote fair housing practices. Such affirmative actions include operating its housing as established by the Fair Housing Act, as amended (42 U.S.C. 3600-3619). Respondent agrees that in accordance with the Act it shall comply with the Act and make dwellings available to persons without regard to race, color, religion, sex, handicap, familial status, or national origin, or in the provision of services of facilities in connection with such dwelling.

Complainant

 Point East Three Condominium Corporation, Inc.
FHEO Case # 04-11-0473-8
Page 6 of 9

Respondent _____

27. Respondent further agrees that in accordance with the Act, it shall not discriminate in services, or otherwise make unavailable or deny a reasonable accommodation or modification, or a dwelling, to any owner or renter because of a disability of that owner or renter, a person residing in or intending to reside in the dwelling after is sold, rented or made available, or any person associated with that owner or renter.
28. Respondent agrees that within 90 days of the date of execution of the Agreement, current board officers will complete a one-time training on all matters relating to their responsibilities under the Fair Housing Act. An individual or agency approved by the Department, will conduct the training, at Respondent's expense.
29. Upon selection of the organization to conduct the training detailed in Paragraph 28 of this section, Respondent will immediately notify the Department of the name of the organization selected to conduct the training. (See Section I. on "Reporting and Recordkeeping").
30. Respondent agrees to notify the Department of when the Fair Housing training was held and to identify all who attended the training, within 30 days of its conclusion. (See Section I. on "Reporting and Recordkeeping").
31. Respondent will submit to the Department, on a quarterly basis, for a period of one year after the execution of this Agreement, a copy of all requests for reasonable accommodations. For each request submitted, Respondent will provide the following: a) name, address and telephone number of person making the request; b) date the request was received; c) what action was taken in response to the request; d) date action was taken; and e) for all reasonable accommodation requests that are denied, the reason(s) for the denial. The first quarterly report will be provided no later than 120 days after the date of execution of the Agreement, and will cover the period of the first three months after the date of execution of the Agreement. (See Section I. on "Reporting and Recordkeeping").

H. MONITORING

32. The Department shall determine compliance with the terms of this Agreement. During the term of this Agreement, HUD may review compliance with this Agreement. As part of such review, HUD may inspect Respondent's property, examine witnesses and copy pertinent records of Respondent. Respondent agrees to provide its full cooperation in any monitoring review undertaken by HUD to ensure compliance with this Agreement.

Complainant


Point East Three Condominium Corporation, Inc.
FHEO Case # 04-11-0473-8
Page 7 of 9

Respondent _____

I. REPORTING AND RECORD KEEPING

- 33. Respondent shall forward to the Department objective evidence of proof of payment in the form of a copy of the checks issued within ten (10) days of payment to the Complainant as evidence of compliance with Paragraph F.15 of this Agreement.
- 34. Respondent shall forward to the Department objective evidence of the successful completion of training, in the form of a Certificate or a letter from the entity conducting the training, together with a list of participants, within thirty (30) days of the completion of the training, as evidence of compliance with Paragraph G.28 and G.30 of this Agreement.
- 35. Respondent will submit to the Department, on a quarterly basis, for a period of one year after the execution of this Agreement, the reasonable accommodation-related information required by Paragraph G.31. The first quarterly report will be provided no later than 120 days after the date of execution of the Agreement, and will cover the period of the first three months after the date of execution of the Agreement. (See Section I. on "Reporting and Recordkeeping").
- 36. All required documentation of compliance must be submitted to:

Candace Tapscott, Director
U.S. HUD - Miami FHEO Center
Brickell Plaza, 909 SE First Avenue, Suite 500
Miami, Florida 33131

J. CONSEQUENCES OF BREACH

- 37. Whenever the Department has reasonable cause to believe that either party 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 §§ 810(c) and 814(b)(2) of the Act.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PAGE TO FOLLOW]

Complainant



Point East Three Condominium Corporation, Inc.
FHEO Case # 04-11 0473-8
Page 8 of 9

Respondent _____

