

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

TITLE VIII

CONCILIATION AGREEMENT

Between

Pine Tree Legal Assistance Inc. (Complainant)

And

Jane S. and Donald J. Belanger (Respondents)

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

FHEO CASE NUMBER: 01-15-0186-8

A. PARTIES AND SUBJECT PROPERTY

- Pine Tree Legal Assistance, Inc. (hereinafter "Complainant"); protected class: familial status
- Jane S. Belanger and Donald J. Belanger (hereinafter "Respondents")
- Complainant and Respondents are hereafter referred to collectively as the "Parties".
- The subject properties are [REDACTED] all of which are in and around Winthrop, Maine (hereinafter the "Properties").

B. STATEMENT OF FACTS

1. A complaint was filed on February 11, 2015, with the United States Department of Housing and Urban Development (the Department) alleging that Complainant was injured by the discriminatory acts of the Respondents. Complainant alleges that the Respondents violated § 804(a), (b), and 804(c) of the Fair Housing Act as amended in 1988 (the Act) by making discriminatory statements and altering the terms and conditions of occupancy with respect to the sale or rental of a dwelling that expressed a preference or limitation based on familial status. Complainant alleges that Respondents placed a real estate listing in the Community Advertiser newspaper that included a statement that a unit was "Best for a single person or a couple with no children." Complainant assigned testers to the case. Complainant alleges that the tester who claimed to have children was not provided with application materials, but the tester who claimed not to have children was provided an application and pressed to apply. Complainant supported these allegations with an audio recording.

2. Respondents denied the allegations of discrimination contained in the complaint. Respondents testified that any statements made in connection with the familial status of Complainant were accidental. To avoid further litigation the Respondents agree to settle the claims in the underlying action by entering into this Conciliation Agreement (hereinafter the "Agreement").

C. TERM OF AGREEMENT

3. This Agreement shall govern the conduct of the Parties to it for a period of at least one year from the effective date of the Agreement, but not less than the time required to complete the financial arrangements contained therein.

D. EFFECTIVE DATE

4. 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, through the FHEO Region I Director or her designee.

5. This Agreement shall become effective on the date on which it is approved by the Director, Fair Housing and Equal Opportunity (FHEO) Region I of the United States Department of Housing and Urban Development (HUD).

E. GENERAL PROVISIONS

6. It is understood and the Parties expressly agree this Agreement does not constitute an admission by Respondents of any violation of any statute or regulation, and that no finding of liability is made under this Agreement.

7. The Parties acknowledge this Agreement is a voluntary and full settlement of the disputed complaint. The Parties affirm 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.

8. Respondents agree that they will not commit any act of discrimination which would interfere with any person's right to own, occupy, sell or rent any property or dwelling or otherwise interfere with that person's access to and enjoyment of said property or dwelling as well as all services and privileges associated with said property or dwelling because of that person's race, color, religion, sex, national origin, disability or familial status.

9. This Agreement, after it has been approved by the FHEO Region I Director, or her designee, is binding upon Respondents, their employees, heirs, successors and assigns and all others in active concert with Respondents in the ownership or operation of the property.

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

11. 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 Fair Housing Act, or any other complaint within the Department's jurisdiction.

12. 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 FHEO Region I Director.

13. The Parties agree the execution of this Agreement may be accomplished by separate execution of consents to this Agreement, and the original executed signature pages attached to the body of the Agreement constitute one document.

14. Complainant hereby forever waives, releases, and covenants not to sue the Department or Respondents or their respective successors, executors, assigns, agents, officers, board members, employees, and attorneys (including in their individual capacities) 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 HUD Case Number 01-15-0186-8, or which could have been filed in any action or suit arising from said subject matter.

15. Respondents hereby forever waive, release, and covenant not to sue the Department or Complainant or her respective successors, executors, assigns, agents, officers, board members, employees, and attorneys (including in their individual capacities) 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 HUD Case Number 01-15-0186-8 or which could have been filed in any action or suit arising from said subject matter.

F. SPECIFIC RELIEF

16. Respondents agree to avoid any further discriminatory statements in advertising or practices in their interactions with prospective residents. Respondents will produce a non-discrimination policy that outlines prohibited types of statements in advertising and potential client interactions within 120 days of the date of this agreement.

17. Respondents agree to attend Fair Housing training of at least four hours provided by HUD or a HUD approved trainer within 180 days of the date of this agreement. If not provided by HUD, Respondents are responsible for obtaining HUD pre-approval of the trainer, the cost of the training and must provide proof of attendance.

18. Respondents agree that all advertising to be published in any format will be previewed to and approved by the Department before publication for a period of 365 days commencing on the date of this agreement.

19. Respondents agree to pay complainant \$5,000 for frustration of mission and diversion of resources within 365 days of the date of this agreement.

20. Respondents will pay \$416.67 a month to Complainants Pine Tree Legal Assistance, Inc. beginning on June 1, 2015 and continuing for 11 consecutive months thereafter with each payment made on or before the first of the month. Payment shall be made to Pine Tree Legal Assistance and delivered to Pine Tree Legal Assistance at P.O. 547, Portland, ME 04112.

G. RELIEF IN THE PUBLIC INTEREST

21. Respondents agree to affirmatively advertise their units to families with children by including the phrases 'children welcome' or 'family friendly' in all advertisements for a period of 365 days commencing on the date of this agreement.

22. Respondents agree to adopt written leasing procedures which shall include at a minimum:

- a. the written criteria for selection as a qualified tenant, and any applicable occupancy policy which shall be no more restrictive than the applicable state or local law; and
- b. non-discriminatory conditions under which security deposits shall be charged to tenants.

This policy will be due for review and approval by the Department within 30 days of the date of this agreement, and may not be implemented without Departmental approval.

23. Respondents certify that [REDACTED] is lead free and will supply to HUD their certification from a state of Maine certified professional lead remover that [REDACTED] is lead-free or proof from qualified state or local officials that the property is complexly new construction begun after 1978 within 30 days of the effective date of this agreement.

24. Respondents agree, within 30 days of the time of termination of the leases for or a change in occupancy of their three largest units [REDACTED]

- a. de-lead [REDACTED] by employment of a Maine certified professional lead remover;
- b. [REDACTED] out for occupancy by families with children;
- c. rent said units to families with minor children;
- d. whenever advertising for said units to publish, formally or informally (e.g. Craigslist), advertising or notices that include a statement that the subject property has been de-leaded;
- e. obtain written approval from the Department at least seven (7) days prior to publication of any such advertisement or notice;
- f. [REDACTED] does not need to be de-leaded; Respondents shall donate \$1,134.00 to the Kennebec Valley YMCA for the purposes of one child's scholarship for a full summer session (7 weeks) at Camp KV summer camp for 2015 Respondents shall donate \$1,134.00 or the full amount to provide a full summer session or 7 weeks at Camp KV summer camp for 2016.

25. Within 30 days of the date of this agreement, Respondents agree to return the security deposits currently being held to the tenants of 3 N. [REDACTED] (\$500) and [REDACTED]. Respondents shall also credit each tenant with 50% of a payment of one month's rent to each tenant. Return of the security deposit will be done on or before June 1, 2015. At [REDACTED] the tenants shall receive a \$450 rental credit for August 1, 2015. At [REDACTED], the tenants shall receive a \$300 rental credit for August 1, 2015. Both tenants have monthly leases without the expectation of vacancy, but if a vacancy occurs in either property before August, Respondents will refund 50% of last month's rent and provide proof of same to HUD.

26. Respondents promise to refrain from any act that would constitute a violation of the Fair Housing Act.

27. Respondents promise not to retaliate against Complainant or any person who participated in the investigation.

28. Respondents agree to retain and make available records that would demonstrate that they have complied with the affirmative obligations under this Agreement.

29. Respondents agree to hold themselves out as an equal opportunity housing provider in its routine advertisements.

H. MONITORING

30. 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 examine witnesses and copy pertinent records of Respondents. Respondents agree to provide their full cooperation in any monitoring review undertaken by HUD to ensure compliance with this Agreement.

31. Within 180 days of the date of this Agreement, Respondents shall certify in writing to the FHEO Region I Director that they have complied with paragraphs 16 through 27 of this agreement to the extent that compliance could be completed within any prescribed timeframe. Respondents shall certify in writing their compliance with paragraph 23 when the relevant units become available. Respondents shall certify in writing the status of their compliance with each component of paragraph 23 every 180 days until this agreement is completed.

I. REPORTING AND RECORDKEEPING

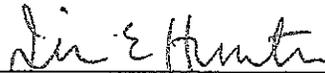
32. All required certifications and documentation of compliance, including verification of payment must be submitted to:

Susan M. Forward
Regional I Director, Office of Fair Housing and Equal Opportunity
Thomas P. O'Neil Building
Room 321
10 Causeway Street
Boston, MA 02222

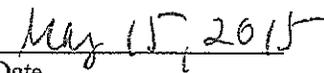
J. CONSEQUENCES OF BREACH

33. Whenever the Department has reasonable cause to believe that Respondents have 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.

K. SIGNATURES



Jill E. Hunter
Staff Attorney
Pine Tree Legal Assistance, Inc.
Complainant



Date



Jane S. Belanger
Respondent

5/15/15
Date



Donald J. Belanger
Respondent

15 MAY 2015
Date

L. APPROVAL ON BEHALF OF THE SECRETARY OF HUD



SUSAN M. FORWARD
REGION I-DIRECTOR
OFFICE OF FAIR HOUSING AND
EQUAL OPPORTUNITY

MAY 15 2015
Date