

The Equal Rights Center

Complainant,

FHB File No.: 2022-01039

HUD File No.: 03-22-0650-8

v.

The Morene Apartments, LLC  
and Carol Lewis

Respondents

### **CONCILIATION AGREEMENT**

This Conciliation Agreement (hereinafter, the "Agreement") is a result of a fair housing complaint filed by The Equal Rights Center, Complainant, with the Virginia Fair Housing Board ("the Board") in accordance with Virginia Fair Housing Law ("VFHL") §36-96.1 et. seq. of the Code of Virginia against The Morene Apartments, LLC and Carol Lewis, Respondents, alleging that Complainant was discriminated against on the basis of disability. The Complainant specifically alleged that the Respondents discriminated in refusing to make a reasonable accommodation, refusal to rent, steering, discriminatory advertising, statements or notice and discriminatory terms, conditions, or privileges of a rental at the property located at 2131 N. Monroe Street, Arlington, Virginia 22207.

The Respondents deny the allegations in the complaint. The Complainant and Respondents (collectively, the "Parties") desire to resolve the claims asserted in the complaint and have voluntarily engaged in conciliation through the Virginia Fair Housing Office ("FHO"), an agency that is substantially equivalent with the Department of Housing and Urban Development ("HUD"). Those conciliation efforts have produced this Agreement. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.

The Parties acknowledge that at the time this Agreement is being executed an investigation has not been completed and there has not been any determination rendered on the merits of the complaint. In addition, they agree that execution of the Agreement shall not be construed as an admission of liability nor shall it be considered the legal equivalent of an adjudication of the complaint. The Complainant and Respondents have been informed of their rights to have this Agreement reviewed by independent counsel prior to signing and have either had the Agreement reviewed or waived their opportunity to do so.

## GENERAL PROVISIONS

1. The Complainant, for and in consideration of the relief stated below, hereby waives, releases, and covenants not to sue the Respondents with respect to any and all fair housing claims arising out of, or in any way relating to, the facts and circumstances giving rise to the fair housing complaint made by the Complainant, for and in consideration of the Respondents' waiver of rights, and in settlement of this matter with the Board. Notwithstanding this provision, the Complainant does not release Respondents from any obligation created by this Agreement, and the Complainant shall have the right to enforce the terms of this Agreement.
2. The Respondents, for and in consideration of the relief stated below, hereby waive, release, and covenant not to sue Complainant with respect to any and all fair housing claims arising out of, or in any way relating to, the facts and circumstances giving rise to the fair housing complaint made by the Complainant, for and in consideration of the Complainant's waiver of rights, and in settlement of this matter with the Board. Notwithstanding this provision, the Respondents do not release the Complainant from any obligation created by this Agreement, and the Respondents shall have the right to enforce the terms of this Agreement.
3. This Agreement and the respective covenants, provisions, terms, conditions, releases, and agreements contained herein, will be binding on and will inure to the benefit of all the Parties and to their respective successors, agents, employees, members, directors, managers, owners, assigns, heirs, personal representatives, insurers, and trustees.
4. **It is understood that the fully executed Agreement constitutes closure of the complaint filed with the Board (FHB No.: 2022-01039 and HUD No.: 03-22-0650-8).**
5. The Agreement does not in any way limit or restrict the Board's authority to investigate any other complaint involving the Respondents made pursuant to the Fair Housing Act, or any other complaint within the Board's jurisdiction.
6. The Respondents acknowledge that they have an affirmative duty not to discriminate under the VFHL, 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 VFHL. The Respondents further acknowledges that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement and a statutory violation of the VFHL.
7. This Agreement shall become effective after the Board's approval and on the date the Fair Housing Administrator executes this Agreement, (hereinafter the "Effective Date"). It is agreed and understood that the Virginia Fair Housing Board or its designee, may advise the Attorney General of Virginia to initiate

court action pursuant to § 36-96.13.D of the Code of Virginia to enforce the terms of this Agreement. Likewise, either the Complainant or the Respondents may initiate court action to enforce the terms of this Agreement.

8. This Agreement is subject to FOIA, as amended, and the VFHL, as amended, and as a result, the Agreement and its contents may be made public subject to the provisions of the aforementioned statutes. The Complainant and Respondents further acknowledge that this Agreement shall be presented to the Board for its review, and the Board may discuss the terms of this Agreement at a meeting open to the public.
9. The Agreement sets forth the final and entire agreement and understanding of the Parties for the settlement of this complaint and supersedes all prior representations, understandings, and negotiations in that regard not expressly incorporated herein. No inducements, promises, representations, or warranties of any kind, except as expressly set forth in this Agreement, have been given or received as part of this Agreement nor will any of same form the basis of any legal claims, whether in contract or otherwise. All written or verbal negotiations preceding this final Agreement are merged with and superseded by this final document.
10. The Parties further agree that if any section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any section is restrained by such tribunal, the application of any and all other sections, other than those which have been held invalid, will not be affected.
11. This Agreement may be signed in a number of counterparts, each of which, when signed, shall be deemed to be an original, all of which shall be deemed to be one and the same instrument. Facsimile transmission signatures shall be deemed original signatures.
12. This Agreement shall be governed by and construed in accordance with the laws of Virginia.

### **RELIEF PROVISIONS**

#### Relief in the Public's Interest

13. Respondents and the Board agree that, within sixty (60) days of the Effective Date of this Agreement, the Respondent The Morene Apartments, LLC ("Morene Apartments" will develop a non-discrimination policy and distribute a copy of the policy to Respondents' officers, agents, and employees and post it in their offices. The policy shall include all the protections afforded citizens in the Virginia Fair Housing Law and the Federal Fair Housing Act. Upon the adoption of the policy, a copy of the policy will be provided to the Fair Housing Office, by email at

[Conciliation.Compliance@dpor.virginia.gov](mailto:Conciliation.Compliance@dpor.virginia.gov), or mail to ATTN: Conciliation Compliance, 9960 Mayland Drive, Suite 400, Richmond, VA 23233

Respondent Morene Apartments shall also inform the general public of their non-discriminatory policies and their desire to serve all persons in a considerate and professional manner by displaying fair housing posters and fair housing brochures in all rental/sales offices. In addition, the Respondent Morene Apartments will provide residents and applicants with the policy. Upon request, the FHO shall provide the posters and brochures free of charge.

14. Respondents and the Board agree that, within one hundred eighty (180) days of the Effective Date of this Agreement, Carol Lewis shall attend a minimum of two (2) hours of fair housing training about the provisions and requirements of the federal and state fair housing laws. Such training shall not be submitted for continuing education credit towards a real estate or other professional license. The training will be conducted by a professional in the field of fair housing education, subject to the approval of the Fair Housing Board (FHB) or Real Estate Board (REB). FHB and REB approved training providers can be located by visiting the FHB website at <https://www.dpor.virginia.gov/Boards/Fair-Housing-Board>. Virtual training is acceptable.

The FHO provides fair housing training on a quarterly basis throughout the state at no cost. It is the responsibility of the Respondents to make the necessary arrangements for training by visiting the FHO website at <https://www.dpor.virginia.gov/Boards/Fair-Housing-Board> or by contacting Mally Mason at (804) 367-4873 or [Mally.Mason@dpor.virginia.gov](mailto:Mally.Mason@dpor.virginia.gov). Respondents shall submit evidence of attending fair housing training by returning the attached signed verification form to the FHO.

15. Within sixty (60) days of the Effective Date of this Agreement, Respondent Morene Apartments agree to adopt and maintain a written reasonable accommodation/reasonable modification policy that is consistent with the Virginia Fair Housing Law, its regulations, and guidance as well as the federal Fair Housing Act, as amended ("FHA"), its regulations, and guidance. The policy will specifically include guidance on requesting assistance animals that is consistent with the Virginia Fair Housing Law, its regulations and recent guidance. Respondents agree to post a copy of this policy in the common area of its properties and on any website owned, managed, or operated by the Respondents. In addition, the Respondent will provide residents and applicants with the policy. See the Publications and Links tab located at the website <http://www.dpor.virginia.gov/FairHousing/>

Upon adoption of the above-referenced policies, Respondent Morene Apartments shall email a copy of the policy to the Virginia Fair Housing Office at [Conciliation.compliance@dpor.virginia.gov](mailto:Conciliation.compliance@dpor.virginia.gov) or mailed to ATTN: Conciliation

Compliance, VAFHO, Perimeter Center, 9960 Mayland Drive, Suite 400, Richmond, VA 23233.

**Record Keeping:** Within sixty (60) days of the Effective Date of this Agreement, Respondent Morene Apartments will keep a log or similar written record of all reasonable accommodation/reasonable modification requests submitted by or made on behalf of tenants or prospective tenants at The Morena Apartments, LLC, 2131 N. Monroe Street, Arlington, Virginia. Upon adopting the log, Respondents agree to provide a copy of the log to the Virginia Fair Housing Office upon demand. The log may be faxed to the Fair Housing Office at 866- 480-8333, emailed to Conciliation.compliance@dpor.virginia.gov or mailed to ATTN: Fair Housing Office, Perimeter Center, Suite 400, 9960 Mayland Drive, Richmond, VA, 23233. The FHO may review compliance of these logs for as long as the terms of this Agreement are being reviewed for compliance. The VAFHO recognizes that these logs may contain sensitive information, and such information (such as resident name or other identifying information) may be redacted prior to submission to the VAFHO.

This log shall record/list the following information:

- (i) the name of the tenant or occupant for whom the reasonable accommodation/reasonable modification request is made;
  - (ii) the date the request is received;
  - (iii) the action(s) taken by the Respondents in response to the request once it is received and the reason for such action(s); and
  - (iv) the date the request is resolved and the details of the resolution;
  - (v) the date of the Respondents' decision to accept or refuse the requested accommodation and details of the resolution;
  - (vi) if the accommodation/modification is refused, provide the reason for refusal;
16. The Respondents and the Board agree that the FHO may review compliance with this Agreement for a period not longer than Eighteen (18) months from the Effective Date of this Agreement. As part of such review, the FHO may inspect premises, examine witnesses, and examine and copy records at any reasonable time.

## Relief to Parties

17. The Respondent Morene Apartments agrees to pay and the Complainant agrees to accept a total of Five Thousand Dollars and No Cents (\$5,000.00) as full and final settlement in the above matter. Payments shall be made in two installments. Respondent agrees to pay the Complainant the first installment of Two Thousand Five Hundred Dollars and No Cents (\$2,500.00) within seven (7) days of the Effective Date. Respondent Morene Apartments agrees to pay the Complainant the second installment of Two Thousand Five Hundred Dollars and No Cents (\$2500.00) within six (6) months of the Effective Date of this Agreement.

The above payments will be made in the form of a check payable to The Equal Rights Center and mailed to the attention of Crystal Lewis at Equal Rights Center, 820 First Street, NE, LL 160, Washington, DC 20002.

At the time of each payment, Respondent Morene Apartments agrees to provide the FHO with proof of payment by email at [Conciliation.Compliance@dpor.virginia.gov](mailto:Conciliation.Compliance@dpor.virginia.gov) or regular mail at ATTN: Conciliation Compliance, FHO, 9960 Mayland Drive, Suite 400, Richmond, VA 23233.

18. Within thirty (30) days of the Effective Date of this Agreement, Complainant will update its blog post that mentions Respondent Morene Apartments to reflect that the Respondent denies all claims and that a settlement agreement has been reached between the Parties.

Complainant agrees that within fourteen (14) days of updating its blog post, it will provide the Fair Housing Office with proof of compliance by email at [Conciliation.Compliance@dpor.virginia.gov](mailto:Conciliation.Compliance@dpor.virginia.gov) or regular mail at ATTN: Conciliation Compliance, FHO, 9960 Mayland Drive, Suite 400, Richmond, VA 23233.

19. The Complainant and the Respondents agree that two fair housing tests will be conducted by phone by a mutually agreed upon third party organization during the One Year (365 days) following the Effective Date of this Agreement.

Respondent Carol Lewis will provide the FHO with proof that the tests have been completed and will describe the results of the testing. This information will be sent by email at [Conciliation.Compliance@dpor.virginia.gov](mailto:Conciliation.Compliance@dpor.virginia.gov) or regular mail at ATTN: Conciliation Compliance, FHO, 9960 Mayland Drive, Suite 400, Richmond, VA 23233.

20. Upon the Effective Date of this Agreement, Respondent Morene Apartments agrees that any advertisement for available apartments which references the pet policy includes a statement that assistance animals are permitted. The Respondent will provide the Fair Housing Office with the language used in advertisements which reference its pet policy within thirty (30) days of the

Effective Date of this Agreement. This information can be sent by email at [Conciliation.Compliance@dpor.virginia.gov](mailto:Conciliation.Compliance@dpor.virginia.gov) or regular mail at ATTN: Conciliation Compliance, FHO, 9960 Mayland Drive, Suite 400, Richmond, VA 23233.

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