

**UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

**CONCILIATION AGREEMENT**

**Under**

**THE FAIR HOUSING ACT**

**Between**

**Redacted Name**  
**(Complainant)**

**And**

Housing Equality Center of PA  
**(Complainant)**

**And**

**Redacted Name**  
**(Complainant)**

**And**

Brittany Springs Associates, LLC  
**(Respondent)**

**And**

Hub Realty Associates, LLC  
**(Respondent)**

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

**FHEO CASE NUMBERS: 03-19-1613-8; 03-19-1614-8; 03-19-2158-8**

**A. PARTIES AND SUBJECT PROPERTY**

The parties to this Conciliation Agreement, (hereinafter "Agreement") are as follows:

**Complainants:**

**Redacted Name**

c/o Housing Equality Center of PA  
550 Pinetown Road, Suite 460  
Fort Washington, PA 19034

Housing Equality Center of PA  
c/o Rachel Wentworth, Executive Director  
550 Pinetown Road, Suite 460  
Fort Washington, PA 19034

**Redacted Name**

c/o Housing Equality Center of PA  
550 Pinetown Road, Suite 460  
Fort Washington, PA 19034

**Respondents:**

Brittany Springs Associates, LLC  
441 Meadow Street  
Fairfield, CT 06824

Hub Realty Associates, LLC  
c/o Fredric Beitman  
411 Meadow Street  
Fairfield, CT 06824

**Subject Property:**

Brittany Springs Apartments  
3401 Bristol Oxford Valley Road  
Levittown, PA 19057

**B. STATEMENT OF FACTS**

1. The Complainants filed housing discrimination complaints (the "Complaints") with the U.S. Department of Housing and Urban Development (the "Department") on March 13, 2019 and May 7, 2019, alleging the Respondents violated Sections 804(c), 804(f)(1)(A),(B),(C), 804(f)(2)(A),(B),(C), 804(f)(3)(B), and 818 of the Fair Housing Act (Act) by making discriminatory statements, making housing unavailable to

them, applying discriminatory terms and conditions on the rental of their dwelling, refusing to grant a reasonable accommodation request, and retaliating based on participation in a protected activity. The Complainants allege Respondents made a statement expressing a preference related to disability, denied reasonable accommodation requests to transfer to a ground floor unit, waive transfer fees, and be assigned a reserved parking spot, and retaliated against them by transferring them to a substandard unit and filing for eviction.

2. The Respondents deny having discriminated against the Complainants and admit no liability or wrongdoing of any nature. The Respondents nevertheless agree to settle the claims in the above-referenced cases by entering into this Agreement to avoid the cost and uncertainty of litigation.
3. This Agreement terminates the investigation of the referenced Complaints by the Department.

**C. TERM OF AGREEMENT**

This Agreement shall govern the conduct of the parties to it for a period of two (2) years from the effective date of the Agreement.

**D. EFFECTIVE DATE**

1. 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 until such time as it is approved by the U.S. Department of Housing and Urban Development, through the FHEO Region III Director or his or her designee.
2. This Agreement shall become effective when the Department's FHEO Regional Director or her authorized designee approves it, and the effective date shall be the date of her signature, or that of her authorized designee.

**E. GENERAL PROVISIONS**

1. The parties acknowledge that this Agreement is voluntary and constitutes a full and final settlement of the all claims that were or could have been set forth in the Complaints in the above-referenced cases. The parties affirm that they have read and fully understand the terms set forth herein. The parties agree that they have not been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

2. The 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. The Respondents further acknowledge that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement and a statutory violation of the Act.
3. This Agreement, after it has been approved by the FHEO Region III Director, or his or her designee, is binding upon the Department, the Complainants, their heirs, personal representatives, and assigns and the Respondents, their officers, directors, employees, agents, successors, assignees, and all others active in the ownership or operation of the subject company.
4. Pursuant to Section 810(b)(4) of the Act, this Agreement shall become a public document upon approval of FHEO Region III Director or his or her designee.
5. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint involving the Respondents made pursuant to the Act or any other complaint within the Department's jurisdiction.
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 FHEO Regional Director or her authorized designee.
7. 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.
8. The Complainants hereby forever waive, release, and covenant not to sue the Department, or the Respondents, or their respective heirs, executors, assigns, agents, owners, officers, directors, employees, and attorneys with regard to any and all liability, claims, causes of action, damages, injuries, attorney's fees, cost, expenses, or demands of whatever nature, in law or in equity, whether presently known or unknown, arising out of or relating in any way to the subject matter of HUD Case Numbers 03-19-1613-8, 03-

19-1614-8, and 03-19-2158-8, or which could have been filed in any action or suit arising from said subject matter.

9. The Respondents hereby forever waive, release, and covenant not to sue the Department or the Complainants or their successors, assigns, agents, officers, board members, 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 HUD Case Numbers 03-19-1613-8, 03-19-1614-8, and 03-19-2158-8, or which could have been filed in any action or suit arising from said subject matter.

**F. INDIVIDUAL RELIEF**

On or before May 5, 2020, Respondents agree to pay Complainants the amount of Eighty Thousand Dollars (\$80,000.00) in one certified check made payable to “Abara Law Firm, PLLC.” Payment shall be mailed via certified mail to:

Abara Law Firm, PLLC  
1950 Butler Pike # 255  
Conshohocken, PA 19428

**G. RELIEF IN THE PUBLIC INTEREST**

1. Within thirty (30) days of the Effective Date of this Agreement, Respondents shall prominently display a fair housing poster where notices are placed for tenants (e.g. the laundry room), and in its administrative office. The form and substance of the poster shall conform to the regulation of the Secretary of HUD, as amended (see 24 CFR part 110).
2. Within sixty (60) days of the Effective Date of this Agreement, Respondents shall develop a non-discrimination policy for the subject property. Respondents shall submit the policy to the Department for review prior to implementation.
3. Within one hundred and twenty (120) days of the Effective Date of the Agreement, Respondents shall develop a Reasonable Accommodation Policy and Procedure for use in operation at Respondents’ rental properties. The policy must be consistent with FHEO Notice: FHEO-2020-01 and the Joint Statement of the Department of Housing and Urban Development and the Department of Justice on Reasonable Accommodations Under the Fair Housing Act. Respondents agree to send a copy of their Reasonable Accommodation policy to the Department for review.

4. Within one hundred and fifty (150) days of the Effective Date of the Agreement, Respondents will distribute the polices in provisions two and three above to all tenants at the subject property, and to applicants and all other persons when requested.
5. Within ninety (90) days of the Effective Date of this Agreement, Respondents shall require all officers, staff, employees, or agents who have either direct responsibility related to leasing units at the subject property, or authority to grant or deny reasonable accommodation requests, to attend fair housing training. The training must be provided by an agency or organization that the Department approves and be at least three (3) hours in duration. At least thirty (30) days prior to the training, Respondents shall submit to the Department for approval the name of the trainer, qualifications of the trainer, and a general description of the training and materials (presentation agenda or PowerPoint slides) that will be used to fulfill the training requirement.
6. As of the date this Agreement is executed, Respondents agree to require its managing agent to maintain a reasonable accommodation log of the following information for all Reasonable Accommodation requests received by the Respondents' agents or management company: (1) the requestor's name, address and telephone number; (2) the date a request is received; (3) nature of request; (4) disposition of request (5) reason for denial, if the disposition is a denial, and (5) date of disposition. Respondents agree to make the reasonable accommodation log available to the Department upon request.

## **H. MONITORING**

1. During the term of the Agreement, the Department may review compliance with this Agreement. As a part of any such review, the Department may examine witnesses and copy pertinent records of the Respondents.
2. The Respondents agree to provide its full cooperation in any monitoring review undertaken by the Department to ensure compliance with this Agreement.
3. If the Respondents fail to comply in a timely fashion with any requirement of this Agreement, without obtaining advance written agreement from the Department, the Department may enforce the terms of this Agreement by any contractual, statutory or regulatory remedy available.

## **I. REPORTING AND RECORDKEEPING**

1. Unless otherwise noted above, within fifteen business (15) days of completing the actions required in Sections F, and G1 through G6, the Respondents shall provide

the Department with a signed certification stating that all items have been completed as required.

2. All required certifications and documentation of compliance must be submitted via email to:

Rachel Leith  
Enforcement Branch Chief  
[Enforcement03@hud.gov](mailto:Enforcement03@hud.gov)

**J. CONSEQUENCES OF BREACH**

Whenever the Department has reasonable cause to believe the 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 Sections 810(c) and 814(b)(2) of the Act.

**K. SIGNATURES**

By signing below, the signatory agrees that they intend to be legally bound and represent that they have the authority to execute this Agreement on behalf of the party they are signing for.

**Redacted Name**  
**Redacted Name**, Complainant

\_\_\_\_\_  
Date



**K. SIGNATURES**

By signing below, the signatory agrees that they intend to be legally bound and represent that they have the authority to execute this Agreement on behalf of the party they are signing for.

\_\_\_\_\_  
Housing Equality Center of PA, Complainant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title (Printed)

**K. SIGNATURES**

By signing below, the signatory agrees that they intend to be legally bound and represent that they have the authority to execute this Agreement on behalf of the party they are signing for.

**Redacted Name**  
[Redacted], Complainant

[Redacted]  
Date

**K. SIGNATURES**

By signing below, the signatory agrees that they intend to be legally bound and represent that they have the authority to execute this Agreement on behalf of the party they are signing for.

\_\_\_\_\_  
**Redacted Name**, LLC, Respondent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title (Printed)

**K. SIGNATURES**

By signing below, the signatory agrees that they intend to be legally bound and represent that they have the authority to execute this Agreement on behalf of the party they are signing for.

\_\_\_\_\_  
Hub Realty Associates, LLC, Respondent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title (Printed)

L. **APPROVAL**

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**Redacted Name**  
Director, Region III  
Office of Fair Housing and Equal Opportunity

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Date