

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

**CONCILIATION AGREEMENT AND VOLUNTARY COMPLIANCE
AGREEMENT**

Under

THE FAIR HOUSING ACT

And

SECTION 504 OF THE REHABILITATION ACT OF 1973

Between

Redacted Name
(“Complainant ^{Redacted Name}”)

**Fair Housing Council of Suburban
Philadelphia
d/b/a Housing Equality Center of PA
 (“Complainant HEC”)**

(collectively, “Complainants”)

And

**HumanGood East d/b/a Presby’s
Inspired Life**

Tioga Presbyterian Apartments, Inc.

Wynnefield Place LP

**HumanGood Pennsylvania d/b/a/
Presby’s Inspired Life**

Wynnefield Senior Housing, LLC

Alician Senior Apartments, LP

Nugent Senior Apartments, LP

Alician Senior Apartments GP, LLC

Nugent Senior Apartments GP, LLC

**Presbyterian Apartments at 58th Street,
Inc.**

Presser Senior Apartments, LP

Grace Court, Inc.

Presser Senior Apartments GP, LLC

**Avenue of the Arts Presbyterian-PSC
Apartments Inc.
Phila Presbytery Apts., Morrisville Inc.**

Pensdale Housing, Inc.

Pensdale Housing II, LP

Pensdale Housing II, Inc.

Bensalem Senior Apartments, LP

Presbyhousing, Inc.

**Greenway Presbyterian Apartments,
Inc.**

Mantua Presbyterian Apartments, Inc.

Southwest Phila Presbytery Apts., Inc.

Supreme Council Fitzwater Dev. Corp.

Cantrell Place LP

Cantrell Housing, Inc.

Riverside Presbyterian Apts. LP

Presby Riverside Housing, Inc.

Paschall Senior Housing, Inc.

(collectively, “Respondents”)

And

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

FHEO CASE NUMBERS: 03-20-5162-8/4; 03-19-1971-8

A. PARTIES AND SUBJECT PROPERTY

Complainants:

Redacted Name

Upper Darby, PA 19082

Fair Housing Council of Suburban
Philadelphia d/b/a Housing Equality Center
of PA
550 Pinetown Rd., Suite 460
Fort Washington, PA 1903

Complainants' Representative:

Udunna C. Abara, Esq.
Abara Law Firm
333 E Lancaster Ave., #102
Wynnewood, PA 19096

Respondents:

HumanGood East d/b/a Presby's
Inspired Life
2000 Joshua Road
Lafayette Hill, PA 19444

Tioga Presbyterian Apartments, Inc.
70 East Lancaster Avenue
Frazer, PA 19355

HumanGood Pennsylvania d/b/a/
Presby's Inspired Life
2000 Joshua Road
Lafayette Hill, PA 19444

Wynnefield Place, LP
70 East Lancaster Avenue
Frazer, PA 19355

Alician Senior Apartments, LP
70 East Lancaster Avenue
Frazer, PA 19355

Wynnefield Senior Housing, LLC
70 East Lancaster Avenue
Frazer, PA 19355

Alician Senior Apartments GP, LLC
70 East Lancaster Avenue
Frazer, PA 19355

Nugent Senior Apartments, LP
116 Fountain St.
Philadelphia PA, 19127

Presbyterian Apartments at 58th
Street, Inc.
70 East Lancaster Avenue
Frazer, PA 19355

Nugent Senior Apartments GP, LLC
116 Fountain St.
Philadelphia PA, 19127

Grace Court, Inc.
70 East Lancaster Avenue
Frazer, PA 19355

Presser Senior Apartments, LP
116 Fountain St.
Philadelphia PA, 19127

Presser Senior Apartments GP, LLC
116 Fountain St.
Philadelphia PA, 19127

Avenue of the Arts Presbyterian-PSC
Apartments Inc.
2000 Joshua Road
Lafayette Hill, PA 19444

Phila Presbytery Apts., Morrisville
Inc.
2000 Joshua Road
Lafayette Hill, PA 19444

Pensdale Housing, Inc.
1221 Fairmount Ave.
Philadelphia PA, 19123

Pensdale Housing II, LP
6012 Ridge Ave.
Philadelphia PA, 19128

Pensdale Housing II, Inc.
6012 Ridge Ave.
Philadelphia PA, 19128

Bensalem Senior Apartments, LP
2000 Joshua Road
Lafayette Hill, PA 19444

Presbyhousing, Inc.
2000 Joshua Road
Lafayette Hill, PA 19444

Greenway Presbyterian Apartments,
Inc.
2000 Joshua Road
Lafayette Hill, PA 19444

Mantua Presbyterian Apartments,
Inc.
2000 Joshua Road
Lafayette Hill, PA 19444

Southwest Phila Presbytery Apts.,
Inc.
2000 Joshua Road
Lafayette Hill, PA 19444

Supreme Council Fitzwater Dev.
Corp.
1514 Fitzwater St.
Philadelphia PA, 19146

Cantrell Place LP
2000 Joshua Road
Lafayette Hill, PA 19444

Cantrell Housing, Inc.
2000 Joshua Road
Lafayette Hill, PA 19444

Riverside Presbyterian Apts. LP
158 North 23rd Street
Philadelphia, PA 19103

Presby Riverside Housing, Inc.
2000 Joshua Road
Lafayette Hill, PA 19444

Paschall Senior Housing, Inc.
2000 Joshua Road
Lafayette Hill, PA 19444

Respondents' Representative:

Paul J. Cohen, Esq.
Cohen Marraccini, LLC
660 2nd Street Pike
Southampton, PA 18966

Subject Properties:

Alician Senior Apartments
140 Hampden Road
Upper Darby, PA 19082

Ann Thomas Presbyterian
Apartments
2000 S. 58th St.
Philadelphia, PA 19143

Grace Court
550 S. Lansdowne Ave.
Yeadon, PA 19050

Tioga Presbyterian Apartments
1531 West Tioga St.
Philadelphia, PA 19140

Wynnefield Place Apartments
1717 N. 54th St.
Philadelphia, PA 19131

Nugent Senior Apartments
221 W. Johnson St.
Philadelphia, PA 19144

Presser Senior Apartments
101 W. Johnson St.
Philadelphia, PA 19144

Reed Street Presbyterian Apartments
1401 South 16th St.
Philadelphia, PA 19128

Morrisville Presbyterian Apartments
One Hillcrest Ave.
Morrisville, PA 19067

Pensdale Apartments
4200 Michell St.
Philadelphia, PA 19128

Pensdale II
4200 B Michell St.
Philadelphia, PA 19128

Bensalem Presbyterian Apartments
1900 Byberry Rd.
Bensalem, PA 19020

Greenway Presbyterian Apartments
2001 S. 59th St.
Philadelphia, PA 19143

Mantua Presbyterian Apartments
600-618 N. 34th St.
Philadelphia, PA 19104

Mary Field Presbyterian Apartments
2100 S. 58th St.
Philadelphia, PA 19143

Scottish Rite House
1525 Fitzwater St.
Philadelphia, PA 19146

Cantrell Place
427-455 Cantrell St.
Philadelphia, PA 19148

Riverside Presbyterian Apartments
158th N. 23rd St.
Philadelphia, PA 19103

Paschall Senior Housing
2125 S. 70th St.
Philadelphia, PA 19142

B. STATEMENT OF FACTS

1. Complainant [Redacted Name] filed a complaint with the United States Department of Housing and Urban Development (“Department”) on April 18, 2019, alleging Respondents violated Sections 804(f)(2)(A), 804(f)(3)(B), and 818 of Title VIII of the Civil Rights Act of 1968 as amended by the Fair Housing Act of 1988 (“Act”) by refusing to make a reasonable accommodation request and interfering, coercing, or intimidating based on disability.
2. Complainant HEC filed a complaint with the Department on January 6, 2020, alleging Respondents violated Sections 804(f)(1)(A), 804(f)(2)(B) and 804(f)(3)(B) of the Act and Section 504 of the Rehabilitation Act of 1973.
3. Complainant [Redacted Name] amended his complaint on March 30, 2020 to remove an improperly named Respondent, add correct Respondents, add Section 804(f)(1)(A), and clarify which allegations included a violation of Section 804(f)(2)(A).
4. Complainant [Redacted Name] amended his complaint a second time on January 27, 2020 to modify the named Respondents.
5. Complainant HEC amended their complaint on January 7, 2020 to modify the named Respondents.
6. Respondents Alician Senior Apartments, LP and Alician Senior Apartments GP, LLC own subject property Alician Senior Apartments. Respondent Presbyterian Apartments at 58th Street, Inc. owns subject property Ann Thomas Presbyterian Apts. Respondent Grace Court Inc. owns subject property Grace Court. Respondent Tioga Presbyterian Apartments, Inc. owns subject property Tioga Presbyterian Apartments. Respondents Wynnefield Place, LP and Wynnefield Senior Housing, LLC own subject property Wynnefield Place Apartments. Respondents Nugent Senior Apartments, LP and Nugent Senior Apartments GP, LLC own subject property Nugent Senior Apartments. Respondents Presser Senior Apartments, LP and Presser Senior Apartments GP, LLC own subject property Presser Senior Apartments. Respondent Avenue of the Arts Presbyterian-PSC Apartments, Inc. owns subject property Reed Street Presbyterian Apartments. Respondent Phila Presbytery Apts., Morrisville Inc. owns subject property Morrisville Presbyterian Apartments. Respondent Pensdale Housing Inc. owns subject property Pensdale I Apartments. Respondents Pensdale Housing II, LP and Pensdale Housing II, Inc. own subject property Pensdale II Apartments. Respondents Bensalem Senior Apartments, LP and Presbyhousing, Inc. own subject property Bensalem Presbyterian Apartments. Respondent Greenway Presbyterian Apartments, Inc. owns subject property Greenway Presbyterian Apartments. Respondent Mantua Presbyterian Apartments, Inc. owns subject property Mantua Presbyterian Apartments. Respondent Southwest Phila Presbytery Apts., Inc. owns subject property Mary Field Presbyterian Apartments. Respondent Supreme Council Fitzwater Dev. Corp. owns subject property Scottish Rite House. Respondents Cantrell Place, LP and Cantrell Housing, Inc. own subject property Cantrell Place. Respondents Riverside Presbyterian Apts. LP and

Presby Riverside Housing, Inc. own subject property Riverside Presbyterian Apts.
Respondent Paschall Senior Housing, Inc. owns subject property Paschall Senior Housing.

7. Respondents HumanGood East d/b/a Presby's Inspired Life and HumanGood Pennsylvania d/b/a/ Presby's Inspired Life manage the subject properties.
8. Respondents deny they engaged in any discriminatory housing practices but agree to settle the disputed claims 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, and that the Department has made no findings on the merits of the complaint.

C. TERM OF AGREEMENT

This Conciliation and Voluntary Compliance Agreement (hereinafter "Agreement") shall govern the conduct of the parties to it for a period of two (2) years from the Effective Date of this 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, unless and until such time as it is approved by the Department, through the Fair Housing and Equal Opportunity ("FHEO") Regional Director or his or her designee.
2. This Agreement shall become effective on the date on which it is approved by the FHEO Regional Director or his or her designee.

E. GENERAL PROVISIONS

1. 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.
2. The Respondents acknowledge that 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.
3. This Agreement, after it has been approved by the FHEO Regional Director, or his or her designee, is binding upon Respondents, their employees, heirs, successors, and

assigns and all others in active concert with him in the ownership or operation of the subject property.

4. It is understood that, pursuant to Section 810(b)(4) of the Act, upon approval of this Agreement by the FHEO Regional Director or his or her designee, it is a public document.
5. 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.
6. No amendment to, modification of, or waiver of any provisions of this Agreement will 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 his or 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. Complainant hereby forever waives, releases, and covenants not to sue the Department or Respondents, 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 HUD Case Numbers 03-19-1971-8 and 03-20-5162-8/4, or which could have been filed in any action or suit arising from said subject matter.
9. Respondents hereby forever waive, release, and covenant not to sue the Department or Complainant, and its 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 03-19-1971-8 and 03-20-5162-8/4, or which could have been filed in any action or suit arising from said subject matter.

F. RELIEF FOR COMPLAINANT

1. Within thirty (30) days of the Effective Date of this Agreement, Respondents agree to pay NINETY THOUSAND DOLLARS (\$90,000.00) to Complainant, Fair Housing Council of Suburban Philadelphia d/b/a Housing Equality Center of PA, and TWENTY-FIVE THOUSAND DOLLARS (\$25,000) to Complainant, Redacted Name for the total sum of ONE HUNDRED FIFTEEN THOUSAND DOLLARS (\$115,000.00). This amount shall be paid by certified or cashier's check, ACH payment or wire transfer, made payable to "Abara Law Firm, PLLC" and will be wired or transferred to the Abara Law Firm, PLLC designated account or delivered via Federal Express or Certified Mail to the following address. If payment is made through ACH

or wire transfer, Respondents will pay all wire transfer costs at the time of transfer, to include a fifteen (\$15.00) dollar incoming fee.

Abara Law Firm, PLLC
ATTN: Udunna Abara, Esq.
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 in its administrative offices and its lobby or lobby bulletin boards. 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. As of the date this agreement is executed, Respondents agree to require its managing agents 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) the outcome of the request and the date the approval/disapproval was communicated to the requestor, (4) if the accommodation is approved, a brief description of the accommodation; and (5) a brief description of the reason for denial, if denied. Respondents agree to make the reasonable accommodation log available to the Department upon request.
3. Within ninety (90) days of the effective date of this Agreement, all staff at all subject properties who are directly involved in the leasing and/or management of rental units shall attend in person, or thorough online training, of at least 2 hours on the Federal Fair Housing Act. 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. Respondents shall provide the Department with copies of the certificates of attendance. This training will be repeated either: 1) at quarterly intervals throughout the duration of this agreement; or 2) twice a year consisting of at least 4 hours of training.
4. Within ninety (90) days of the effective date of this Agreement, Respondents agree to undergo compliance testing related to their procedures involving reasonable accommodation requests. At least thirty (30) days prior to the training, Respondents shall submit to the Department for approval the name of the organization to conduct the testing. This testing will be repeated at six-month intervals throughout the duration of this agreement.
5. Within thirty (30) days of the Effective Date of this Agreement, Respondents shall develop a Non-Discrimination Policy for use at all subject properties.

6. Within ninety (90) days of the Effective Date of this Agreement, Respondents shall develop a “Reasonable Accommodation Policy and Procedure” for use at all subject properties. The policy should include, but is not limited to, the following:
 - a. definitions of the terms “reasonable accommodation” and “person with a disability”;
 - b. identification of the legal authority(ies) upon which the Policy is based;
 - a. identification of the person(s) responsible for monitoring compliance with the Policy;
 - b. indication that those with decision-making authority will be trained on the Policy;
 - c. examples of reasonable accommodation in policies and procedures;
 - d. examples of reasonable accommodation for emotional support animals and service animals;
 - e. description of the procedure for processing requests for reasonable accommodation, including timeliness for responses and grievances;
 - f. description of the procedure for verification of reasonable accommodation requests;
 - g. discussion of denial of reasonable accommodation requests;
 - h. discussion of right to appeal and a grievance process; and
 - i. discussion of recordkeeping procedures for reasonable accommodation requests and their disposition.
7. Within thirty (30) days of implementation of the policy referenced in G.6, Respondents shall distribute informational material to tenants of all subject properties. The material will include a summary of the policy referenced in G.6, provide general information on reasonable accommodations under the Fair Housing Act, and provide guidance on procedures for making such requests. Distribution shall reach each tenant of Respondents in a targeted manner but may be made in a manner of Respondents’ choice.
8. Within sixty (60) days of the Effective Date of this Agreement, Respondents shall make a good faith effort to review all denied reasonable accommodation and reasonable modification requests at all subject properties for a period of two (2) years prior to the Effective Date of this Agreement. Respondents shall send to the Department a list of individuals identified as having a request denied and a proposed notice to be sent to those denied individuals who remain tenants of Respondents.
9. Within fifteen (15) days of the Department approving the notice described in G.8, Respondents will send the notice to all current residents who were identified. If any of those individuals then makes a new reasonable accommodation or reasonable modification request, Respondents shall reconsider the request based upon the policy outlined in G.6. All current residents with previously denied requests who qualify under Respondents’ new policy will immediately have their request approved. If the request is for an assistance animal, all security deposits and increased rent payments related to the assistance animal shall be returned, if the animal is approved.

10. Effective January 31st, 2021, Respondents agree to make a personnel change that will place a different individual in the position of Property Manager/Senior Housing Manager/and/or any position having property management responsibilities whatsoever the position shall be called, for Alician Senior Apartments.
11. Respondents agree to comply with all the provisions of the Fair Housing Act of 1968, as amended by the Fair Housing Amendments Act of 1988. Respondents acknowledge that the Fair Housing Act makes it unlawful to discriminate on the basis of race, color, national origin, religion, sex, familial status, or disability, and further makes it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford people with disabilities an equal opportunity to use and enjoy a dwelling.

H. MONITORING

1. The Department shall determine compliance with the terms of this Agreement. During the Term of the Agreement, HUD may review compliance with this Agreement. As part of such review, HUD may inspect Respondents' property identified in Section A of this Agreement, 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.

I. REPORTING AND RECORDKEEPING

1. Unless otherwise specified above, within ten (10) days of completing each required item in sections F. and G., Respondents shall provide the Department, through counsel, a statement that the item has been completed as required and evidence demonstrating compliance with the item, if necessary.
2. All required certifications and documentation of compliance must be submitted to:

Rachel Leith
Enforcement Branch Chief, Region III
U.S. Department of Housing and Urban Development
Enforcement03@hud.gov

J. CONSEQUENCES OF BREACH

Whenever the Department has reasonable cause to believe that the Respondents have breached this Agreement, they shall notify Respondents of the breach in writing. Respondents shall have thirty (30) days after receipt of notice of the breach to cure the breach. If the breach is not cured within thirty (30) days, 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 signatories agree 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
Complainant

Date

K. SIGNATURES

By signing below, the signatories agree 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.

Fair Housing Council of Suburban Philadelphia
d/b/a Housing Equality Center of PA
Complainant

Date

Print Name

Print Title

K. SIGNATURES

By signing below, the signatories agree 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.

On Behalf of Respondents

Date

Print Name

Print Title

L. APPROVAL

Melody Taylor
FHEO Regional Director
U.S. Department of Housing and Urban Development
Region III

Date