

The Secretary, United States Department of
Housing and Urban Development,
on behalf of

Charging Party,

V.

Condominio Bello Horizonte, Mari Ramirez,
And Peters Janitor Inc.,

Respondents.

22-JM-0213-FH-014
FHEO No. 02-20-6450-8

¹ The Act uses the term “handicap.” This Decision and Consent Order uses the term “disability” unless quoting from the Act or applicable regulations. Both terms have the same legal meaning.

services, and Respondent Ramirez was employed by Respondent Peters Janitor to work at the subject property as its “administrator.” At present, neither Respondents Peters Janitors nor Mari Ramirez provides any administration, managing or any other services to Condominium Bello Horizonte.

Respondents deny that they violated the Act as alleged in the Charge. However, in order to avoid the additional cost and expense and uncertainty of litigation, the parties agree to settle the claims in the underlying action by entering into this Initial Decision and Consent Order (“Consent Order”). The entry of this Consent Order shall not be deemed an admission or finding of any fault or liability on the part of Respondents.

II. GENERAL PROVISIONS

1. The parties acknowledge that this Consent Order is a voluntary and full resolution of the disputed complaint. No party has been coerced, intimidated, threatened, or in any way forced to become a party to it. The parties acknowledge that they have read and fully understand the significance of the provisions of this Consent Order and their obligations under it.

2. The parties agree that the Charging Party shall file with the Office of Hearings and Appeals a Motion for Entry of an Initial Decision and Consent Order, along with this Consent Order, after this document is executed by all parties.

3. This Consent Order is binding upon Respondents, its members, principals, owners, employees, successors, agents, assignees, and all others in active concern with them in the management of the subject property. In the event the subject property is transferred or sold prior to full performance of all the provisions of this Consent Order, Respondents will remain liable for the financial compensation described in Section IV.

4. Pursuant to 24 C.F.R. § 180.680(a), the parties understand that this Consent Order is a public document.

III. MUTUAL RELEASE

5. In consideration of the execution of this Consent Order, the Charging Party and Complainant Jimenez, his successors, assignees, agents, employees, and attorneys hereby forever waive, release, and covenant not to sue Respondents, its heirs, executors, assignees, agents, employees, or 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 22-JM-0213-FH-014 and FHEO No. 02-20-6450-8, or which could have been filed in any action or suit arising from said subject matter, except where necessary to enforce this agreement. Nothing in this release will be construed to prevent HUD from investigating other complaints filed against Respondents or taking appropriate enforcement action thereon.

6. In consideration of the execution of this Consent Order, Respondents, its successors, assignees, agents, employees, and attorneys hereby forever waive, release, and covenant not to

sue HUD or Complainant Jimenez, his heirs, executors, assignees, agents, employees, or 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 22-JM-0213-FH-014 and FHEO No. 02-20-6450-8, or which could have been filed in any action or suit arising from said subject matter, except where necessary to enforce this agreement. Nothing contained in this release will be construed to prevent Respondents from bringing and maintaining a proceeding for an alleged violation or breach not arising out of the subject matter of the Charge.

IV. RELIEF FOR COMPLAINANTS

7. Respondent Condominio Bello Horizonte will pay to Complainant by certified checks the sum of six thousand dollars (\$6,000.00). The first, for a sum of \$3,000 will be sent, as detailed below, at the full execution of this Settlement Agreement; thereafter, \$1,000 will be sent by the last day of February, March and April, 2023.

- a. Respondents Condominio Bello Horizonte will make check payable to “Francisco Jimenez.” Respondents will send the check to counsel for the Charging Party at HUD’s Regional Counsel for New York/ New Jersey for delivery to Complainant: Christopher Brochys, Trial Attorney, Office of Regional Counsel, U.S. Department of Housing and Urban Development, 26 Federal Plaza, Room 3500, New York, New York 10278.
- b. Respondents Condominio Bello Horizonte further acknowledge that if the installment check is not received by HUD within (10) calendar days of its due date, that would constitute a breach of this Agreement.
- c. Complainant acknowledges that he has not relied on any representations by HUD as to the tax consequences of this agreement or any payments made hereunder. Complainant will be responsible for all applicable taxes, if any, on the foregoing payments.

8. Respondent Condominio Bello Horizonte will waive maintenance fees for Complainant Jimenez’s unit for four (4) years beginning thirty (30) days after the issuance of this Consent Order by the Administrative Law Judge. Those fees shall be waived regardless of maintenance fee increases or decreases for the four-year period and shall transfer upon any disposition of the property within that period.

V. ACTIONS IN THE PUBLIC INTEREST

9. Injunction from Discrimination.

Respondents, its agents, employees, successors, or assignees, and all other persons in active concert or participation with any of them, are hereby enjoined from:

- a. Discriminating against any person in the terms, conditions, or privileges of sale or rental

of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of disability, as prohibited by the Act, 42 U.S.C. § 3604(f)(2).

- b. Refusing to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford persons with disabilities equal opportunity to use and enjoy a dwelling, as prohibited by the Act, 42 U.S.C. § 3604(f)(1), (f)(2), and (f)(3)(B).
- c. Retaliating against Complainants or any other person who participated in the investigation of this complaint, as prohibited by the Act, 42 U.S.C. § 3617.

10. Mandatory Education and Training.

- a. Within one hundred and eighty days (180) days of the effective date of this Consent Order, Respondent Bello Horizonte, Peters Janitors Inc., Mari Ramirez and any employees of Respondents acting under their direction who receive, process, review or make determinations with regard to any reasonable accommodation request (“covered employee”) shall attend a minimum of two (2) hours of training pertaining to their obligations under the Act and applicable state and local housing non-discrimination laws. Said trainings will be available separately for Respondents Bello Horizonte and Respondent Peter’s Janitor. Said training will be available in Spanish and a certificate of completion will be available upon request. The fair housing education training may be conducted by HUD’s Office of Fair Housing and Equal Opportunity (“FHEO”). Said training conducted by HUD will be free of charge. Respondents may contact the FHEO Regional Director, Region II, to schedule the date, time, and location (or teleconference or video conference) of the fair housing training. Respondents shall require all attendees to sign a certification of attendance and said form shall be signed by the trainer. Respondents may request the approval of the FHEO Regional Director to attend a fair housing training that is not conducted by HUD. If Respondents choose to attend fair housing education training that is not conducted by HUD, Respondents agree to provide a certification of compliance with this provision executed by the trainer to the FHEO Regional Director, Region II, within ten (10) days of the training. All costs of the training shall be borne by Respondents.
- b. During the term of this Consent Order, any new covered employee for Respondents must receive at least two (2) hours of fair housing training within thirty (30) days of starting employment. Respondents shall maintain records of evidence of the completion of fair housing training throughout the term of this Consent Order.
- c. Within ten (10) days after the completion of the fair housing training required under this subsection, Respondents will submit the signed attendance form signed by the trainer to HUD.

11. Adoption and Implementation of Reasonable Accommodation Policy.

- a. Within sixty (60) days of the issuance of this Consent Order, Respondents Bello

Horizonte and Respondent Peters Janitor agree to adopt and implement a “Reasonable Accommodation Policy” that complies with the Fair Housing Act and is approved by HUD.

- b. Upon obtaining HUD approval, Respondents agree to implement the Reasonable Accommodation Policy immediately.

VI. COMPLIANCE

- 12. During the term of this Consent Order, HUD may review compliance with this Consent Order, subject to and in accordance with HUD regulations.
- 13. The parties shall endeavor, in good faith, to resolve informally any differences regarding interpretation of and compliance with this Consent Order.
- 14. Upon breach of any provision of this Consent Order, HUD may refer this matter to the Department of Justice to petition the United States Court of Appeals for the First Circuit to enforce the Consent Order and for any other appropriate relief in accordance with 42 U.S.C. § 3612(j).

VII. ADMINISTRATION

- 15. This Consent Order shall remain in effect for a period of three (3) year from its effective date or until compliance with all the terms and specific time periods set forth in Section IV, whichever is later.
- 16. This Consent Order is entered pursuant to 42 U.S.C. § 3612(g)(3) and 24 C.F.R. § 180.450. The effective date of the Consent Order shall be the date it becomes final, *i.e.*, upon the expiration of thirty (30) days from the date of its issuance, or earlier affirmance by the Secretary. 42 U.S.C. § 3612(h); 24 C.F.R. § 180.670(b)(2).
- 17. All required notification and documentation of compliance must be submitted to HUD as follows, unless otherwise indicated:

Jay Golden
Director, Region II
Office of Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development
26 Federal Plaza, Room 3532
New York, NY 10278

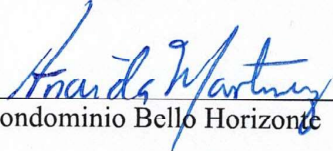
Christopher Brochyus
Trial Attorney

Office of Regional Counsel, Region II
U.S. Department of Housing and Urban Development
26 Federal Plaza, Room 3500
New York, NY 10278

18. This Consent Order does not in any way limit or restrict HUD's authority to investigate any other complaints involving Respondents made pursuant to the Act, or any other complaints within HUD's jurisdiction.
19. The parties agree that if any party to this agreement needs an extension of time in order to satisfy a deadline provided herein, such extension must be obtained in writing from counsel for the Charging Party.
20. The signatures of the parties constitute a waiver of any right to apply for attorney's fees or costs pursuant to 24 C.F.R. § 180.705. Each party is responsible for its own attorney's fees and costs.
21. The parties and counsel agree that in the interest of a prompt conclusion of this matter, the execution of this Consent Order may be accomplished by the parties' signatures on separate pages of this Consent Order, with the individual signature pages to be attached to the body of the Consent Order to constitute one document to be filed with the Office of Administrative Judges. Signatures of the parties to this Consent Order may be executed by way of facsimile or electronic transmission.
22. The signatures of the parties to this Consent Order constitute a waiver of any right to withdraw their consent during the thirty (30)-day Secretarial review period, and a waiver of any right to challenge the validity of the Consent Order at any time.

VIII. AGREEMENT OF THE PARTIES

RESPONDENTS:



Condominio Bello Horizonte

Date

COUNSEL FOR RESPONDENTS:

, Esq.

Date

RESPONDENTS:

Peters Janitor

Date

RESPONDENTS:

Mari Ramirez

Date

VIII. AGREEMENT OF THE PARTIES

RESPONDENTS:

Condominio Bello Horizonte

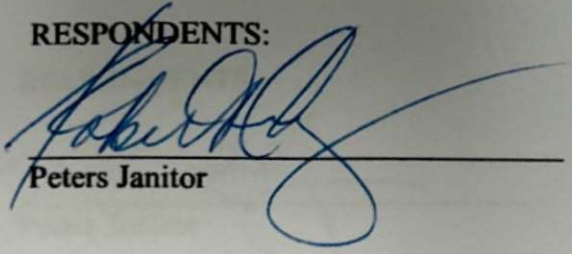
Date

COUNSEL FOR RESPONDENTS:

, Esq.

Date

RESPONDENTS:



Peters Janitor

February 10, 2023
Date

RESPONDENTS:



Mari Ramirez

February 15 2023
Date

VIII. AGREEMENT OF THE PARTIES

RESPONDENTS:

Condominio Bello Horizonte

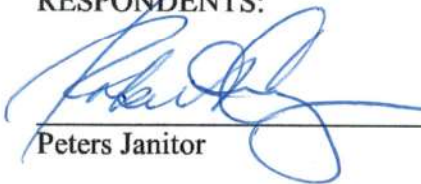
Date

COUNSEL FOR RESPONDENTS:

, Esq.

Date

RESPONDENTS:



Peters Janitor

February 10, 2023.

Date

RESPONDENTS:

Mari Ramirez

Date

VIII. AGREEMENT OF THE PARTIES

COMPLAINANT:



Francisco Jimenez

February 3, 2023

Date

VIII. AGREEMENT OF THE PARTIES

COUNSEL FOR THE CHARGING PARTY, UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT:



Ventura Simmons
Regional Counsel, Region II
U.S. Department of Housing and Urban Development
26 Federal Plaza, Room 3500
New York, NY 10278

2/15/2023

Date



Sean Kelly
Associate Regional Counsel for
Program Enforcement and Litigation
Office of Regional Counsel, Region II
U.S. Department of Housing and Urban Development
26 Federal Plaza, Room 3500
New York, NY 10278

2/15/2023

Date



Christopher Brochys
Trial Attorney
U.S. Department of Housing and Urban Development
26 Federal Plaza, Room 3500
New York, NY 10278

02/15/23

Date

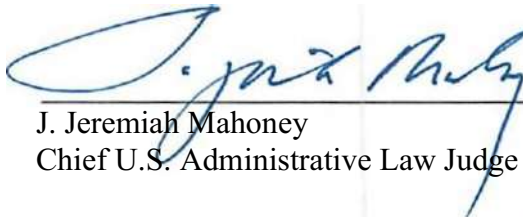
IX. ORDER OF THE COURT

The foregoing order was presented to the undersigned Administrative Law Judge (ALJ) for approval on February 16, 2023. In accord with 24 C.F.R. § 180.450, the ALJ shall accept a settlement agreement agreed to by the parties if the ALJ finds the agreement to be in the public interest, by issuing an Initial Decision and Consent Order.

After considering the record in its entirety, the undersigned ALJ has independently determined that the agreement between the parties does not offend the public interest and is approved. All parties have given their consent and signed the agreement incorporated in the foregoing Consent Order, which is hereby accepted and issued.

This Consent Order carries no precedential weight, as the matter has been reviewed solely to determine that the parties' settlement does not offend the public interest. No opinion is expressed on legal or policy statements contained herein, nor the form and quantum of the agreed relief.

So **ORDERED** this 17th day of February, 2023.



J. Jeremiah Mahoney
Chief U.S. Administrative Law Judge