

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

TITLE VIII

CONCILIATION AGREEMENT

Between

**U.S. Department of Housing and Urban Development
Assistant Secretary for the Office of Fair Housing and Equal Opportunity, John Trasvina,
(Complainant)**

And

**Virginia Realty Company of Tidewater, Inc., Thomas Gale, Jr., and Penny Rupert
(Respondents)**

FHEO CASE NUMBERS: 03-11-0424-8

A. PARTIES

Complainant

John D. Trasvifa
Assistant Secretary for Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development
451 7th Street, SW
Washington, DC 20410

Respondents

Virginia Realty Company of Tidewater, Inc.
/a Virginia Realty Co
9646 Granby St.
Norfolk, VA 23503

Thomas Gale, Jr.
Virginia Realty Company of Tidewater, Inc.
/a Virginia Realty Company
9646 Granby Street
Norfolk, VA 23503

Penny Ruperti
Virginia Realty Company of Tidewater, Inc.
/a Virginia Realty Company
9646 Granby Street
Norfolk, VA 23503

B. PARTIES' POSITION STATEMENTS

1. Complainant's Position

On August 18, 2011, the Assistant Secretary for Fair Housing and Equal Opportunity ("Assistant Secretary") of the U.S. Department of Housing and Urban Development ("HUD" or "Department") filed a timely complaint (herein, the "Complaint") against Respondents Virginia Realty Company of Tidewater, Inc. (Virginia Realty), Thomas Gale, Jr., and Penny Ruperti (collectively, "Respondents") pursuant to authority granted under 42 U.S.C. § 3610(a)(1)(A)(i).

The Complaint alleges that Respondents violated § 804(a) and (b) of the Fair Housing Act ("Act"), 42 U.S.C. 3604(a) and (b), by establishing a written policy that requires competency in English as a prerequisite of tenancy for all residential properties managed by Respondents. The Complaint arose from the preliminary investigation of a complaint filed by [REDACTED] which alleges that Respondents refused to provide [REDACTED] with a rental application because she was Hispanic and did not speak English well.

Subsection 804(a) of the Act makes it unlawful to refuse to rent or otherwise make unavailable a dwelling because of national origin.

Subsection 804(b) of the Act makes it unlawful to discriminate in the terms and conditions of renting a dwelling because of national origin.

2. Respondents' Position

Respondents deny Complainant's allegations, and deny discriminating against individuals based on national origin. Respondents contend that they complied with the requirements of the Act on the date of the alleged violation and remain in compliance with the Act.

3. Conciliation

It is understood that the execution of this Agreement does not constitute an admission by the Respondents of any violation of the Fair Housing Act alleged in the Complaint.

C. TERM OF AGREEMENT

This Agreement shall be in effect for a period of two (2) years from the effective date of the Agreement, unless an extension is necessary to complete the actions mandated by the Agreement.

D. EFFECTIVE DATE

This Agreement shall become effective on the date on which it is signed by Respondents and the Assistant Secretary, or his or her designee, and shall constitute a binding contract under state or federal law, and a conciliation agreement pursuant to the Act.

E. GENERAL PROVISIONS

1. The parties acknowledge that this Agreement is a voluntary and full settlement of the 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. Respondents acknowledge that the Act makes 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 is binding upon Respondents; Respondents' agents and employees authorized to sell, rent, manage, or market residential rental properties; Respondents' heirs, successors and assigns; and all others in active concert with Respondents in the sale, rental, management or marketing of residential properties.

4. Pursuant to Section 810(b)(4) of the Act, this Agreement 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 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, in writing by the Assistant Secretary, or his or her 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. John Trasviña, Assistant Secretary, FHEO hereby waives, releases, and covenants not to sue 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 allegations presented in the Complaint.

F. RELIEF IN THE PUBLIC INTEREST

1. General Remedial Provisions

Respondents, their agents, employees, successors, members and assigns, and all other persons in active concert or participation with any of them in the sale, rental and/or management of residential properties, are hereby enjoined from:

- a. Discriminating in the sale or rental, or otherwise making unavailable or denying, a dwelling to any buyer or renter because of national origin, as prohibited by the Fair Housing Act, 42 U.S.C. § 3604(a);
 - b. 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 nation origin, as prohibited by the Fair Housing Act, 42 U.S.C. § 3604(b);
 - c. Making statements with respect to the sale or rental of a dwelling that indicates a preference, limitation, or discrimination based on national origin, or an intention to make any such preference, limitation, or discrimination, as prohibited by the Fair Housing Act, 42 U.S.C. § 3604(c);
 - d. Coercing, intimidating, threatening, or interfering with any person in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other person in the exercise or enjoyment of, any right protected by the Fair Housing Act, 42 U.S.C. § 3617
2. Adoption and Implementation of a Non-Discrimination Policy
- a. Within thirty (30) days of the effective date of this Agreement, Respondents shall adopt and implement, a Non-Discrimination Policy regarding the rental of dwelling units at all properties owned, rented, managed, or operated in whole or in part by Respondents at any time during the term of this Agreement. The text of the Non-Discrimination Policy shall be published as set forth in Appendix A of this Agreement.

- b. Respondents shall, no later than ten (10) days after its adoption, notify in writing each resident of all properties owned, rented, managed, or operated in whole or in part by Respondents of the adoption and implementation of the Non-Discrimination Policy and shall provide a copy of the Non-Discrimination Policy, in both English and Spanish, with such notification.
- c. Respondents shall promptly provide a copy of the Non-Discrimination Policy, in both English and Spanish, to any prospective tenants who request an application to rent any property owned, rented, managed, or operated by Respondents.
- d. Respondents shall promptly post the Non-Discrimination Policy, in both English and Spanish, in each and every office utilized by Respondents in the operation of managing and/or renting residential properties. The Non-Discrimination Policy must be in a conspicuous location, easily viewable to prospective renters and current tenants. The Non-Discrimination Policy shall be displayed during the term of this Agreement.
- e. Respondents shall provide a statement, consistent with the Non-Discrimination Policy, in all published advertisements for the rental and/or management of residential properties that Respondents do not discriminate in the rental of housing on the basis of national origin in violation of the Fair Housing Act. The Respondent shall publish the nondiscrimination notice in English and Spanish. Respondents shall provide to the Department a copy of such advertisements within 20 days of each publication on a quarterly basis. The nondiscrimination statement shall read as follows:

"Virginia Realty Company of Tidewater is an equal housing opportunity provider. We do not discriminate on the basis of race, color, religion, sex, disability, familial status, or national origin."

3. Limited English Proficiency Standards

Within ninety (90) days from the effective date of this Agreement Respondents agree to develop or adopt a Limited English Proficiency Plan (LEPP) that shall be applicable to Respondents' rental housing-related services and activities. The proposed plan shall be submitted to the Department for review and approval. The LEPP shall include at a minimum, provisions for translation and interpretation services for use by residents and applicants for residency. Respondents may partner with profit and/or nonprofit agencies to provide the services developed in the LEPP.

4. Education and Training

- a. Within thirty (30) days of the effective date of the Agreement, Respondents shall provide a copy of this Agreement and the Non-Discrimination Policy to each of their principals, agents, and employees involved in the management or rental operations of Respondents or involved in enforcing any of Respondents' rules or regulations.
- b. Within five days after new employees, agents, or other persons acting under their direction become involved in the management or rental operations of Virginia Realty, or involved in enforcing any of Respondents' rules or regulations, Respondents shall provide a copy of this Agreement and Non-Discrimination Policy to each such person.
- c. Respondents shall secure a signed statement, in the form set forth in Appendix B, from each principal, agent, employee, or other person who acts under their direction acknowledging that he or she has received and read this Agreement and the Non-Discrimination Policy.

- d. Within ninety (90) days of the effective date of this agreement, Respondents shall require all of their principals, employees, and agents involved in the management or rental operations of Virginia Realty, and interact with residents and/or the general public to complete a minimum of two hours of training pertaining to their obligations under the Fair Housing Act and applicable state and local non-discrimination laws.
- e. Respondents must obtain written approval of the trainer from Sylvia Berry, FHEO Field Director, U.S. Department of Housing and Urban Development, 600 E. Broad Street, Richmond, VA 23219, at least 30 days prior to the commencement of the training. All costs of the training shall be borne by Respondents. Respondents shall require all attendees to sign a certification of attendance. Respondents shall make such certifications available to HUD upon request.
- f. Within 30 days prior to the training, Respondents shall provide to HUD a list of each person required to receive training.

5. Commitment to Fair Housing

- a. Within thirty (30) days of the effective date of this Agreement, Respondents shall donate Twenty Five Thousand Dollars (\$25,000.00) to the Piedmont Housing Alliance to support bilingual programs and activities that create housing opportunities and further fair housing in the state of Virginia.
- b. Within thirty (30) days of the effective date of this Agreement, Respondents shall donate the sum of Twenty Five Thousand Dollars (\$25,000.00) to the Nueva Vida Church to support outreach initiatives to bilingual speakers in Virginia.
- c. Within thirty (30) days of the effective date of this Agreement, Respondents shall donate the sum of Twenty Five Thousand Dollars (\$25,000.00) to the Hampton

Hispanic Chamber of Commerce, which supports the interests of the local Hispanic communities.

G. MONITORING REQUIREMENTS

It is understood that HUD shall determine compliance with the provisions of this Agreement. At any time during the term of this Agreement, HUD may review the Respondents' compliance with this Agreement. During the course of a review, HUD may interview witnesses, and, upon reasonable notice, may inspect and copy pertinent records of Respondents. Respondents agree to fully cooperate with all monitoring reviews that HUD may conduct for the purpose of verifying the Respondents' compliance with this Agreement.

H. REPORTING AND RECORD KEEPING

1. During the term of this Agreement, Respondents shall notify the Department of any formal complaint filed against them with a local, state, or federal agency regarding equal opportunity or discrimination in housing within ten days of receipt of any such complaint. Respondents shall provide a copy of the complaint with the notification to the Department. Respondents shall also promptly provide the Department with all information it may request concerning any such complaint and its actual or attempted resolution.
2. For the Duration of this Agreement, Respondents shall maintain all records relating to Respondents' obligations under the Agreement. HUD shall have the right to review and copy such records upon request.
3. Respondents shall maintain an Application Log regarding the rental of all residential properties owned and/or managed by Respondents. The Application Log shall note that it is being kept for the purposes of compliance with this Agreement. The Application Log

shall include the applicant's name(s), address, phone number and shall indicate the national origin of the applicant (if known). This information shall be provided to HUD twice a year, beginning 180 days from the effective date of this Agreement. If an applicant declines to provide the requested information, Respondents shall note this refusal in the Application Log.

4. All required notifications and documentations of compliance, as provided for in this Agreement, must be submitted to HUD as follows, unless otherwise indicated:

Melody Taylor-Blancher, FHEO Regional Director
U.S. Department of Housing and Urban Development
100 Penn Square East
The Wanamaker Building
Philadelphia, PA 19107

I. BREACH OF CONCILIATION AGREEMENT

Whenever HUD has reasonable cause to believe that Respondents have breached this Agreement, HUD shall within thirty (30) days, provide notice to Respondents and provide thirty (30) days to comply. If such breach is not cured to HUD's satisfaction, the Department may pursue judicial enforcement of this Agreement, as provided in 42 U.S.C. §§ 3610(c), 3614(b)(2), and may pursue administrative remedies available to the Department. Each Party to this Agreement shall bear its own costs and attorney's fees associated with this matter.

APPENDIX A

**NON-DISCRIMINATION POLICY OF VIRGINIA REALTY COMPANY OF
TIDEWATER, INC.**

It is the policy of Virginia Realty Company of Tidewater, Inc., to comply with the Fair Housing Act, 42 U.S.C. §§ 3601-19, by ensuring that dwellings owned, rented, managed and/or operated by Virginia Realty Company of Tidewater, Inc., are available for rent to all persons without regard to national origin. Virginia Realty Company of Tidewater, Inc., and its agents, contractors, and/or employees will not:

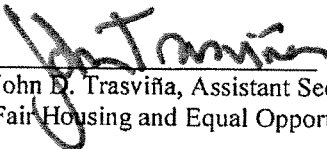
- A. Prohibit any person from renting a property because that person or someone in the person's household has limited proficiency in English.
- B. Provide different housing services or facilities, or offer different terms, conditions, or privileges, when renting a property to a person because that person or a person in his or her household has limited proficiency in English.
- C. Advertise or make any statement that indicates a limitation or preference based on national origin.
- D. Intimidate, coerce, or interfere with anyone exercising a fair housing right or assisting others who exercise that right.

If an individual believes that he or she has been unlawfully discriminated against because of nation origin, he or she may file a complaint with:

U.S. Department of Housing and Urban Development
Office of Fair Housing & Equal Opportunity
451 7th St. SW, Washington, DC 20410
Telephone: 1-800-669-9777
Website: <http://hud.gov/complaints/>

J. SIGNATURES

WHEREFORE, the parties hereto have duly executed this Agreement:



John D. Trasvifa, Assistant Secretary for
Fair Housing and Equal Opportunity

1-3-13
DATE

Virginia Realty Company of Tidewater, Inc., by
Tommy Gale

DATE

Tommy Gale

DATE

Penny Rupperti

DATE

J. SIGNATURES

WHEREFORE, the parties hereto have duly executed this Agreement:

John D. Trasvifa, Assistant Secretary for
Fair Housing and Equal Opportunity

DATE

Tommy Gale
Virginia Realty Company of Tidewater, Inc., by
Tommy Gale

12/28/12
DATE

Tommy Gale
Tommy Gale

12/28/12
DATE

Penny Rupert

DATE

J. SIGNATURES

WHEREFORE, the parties hereto have duly executed this Agreement:

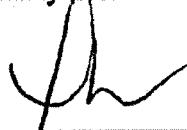
**John D. Trasvifia, Assistant Secretary for
Fair Housing and Equal Opportunity**

DATE

**Virginia Realty Company of Tidewater, Inc., by
Tommy Gale**

DATE

Tommy Gale



Penny Ruperti

DATE

DATE

12/28/12