



U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity
Thomas P. O'Neill, Jr. Federal Building
10 Causeway Street
Boston, Massachusetts 02222-1092

December 08, 2016

Bonnie B. Roswig, Senior Staff Attorney
Medical/Legal Partnership Project
Center for Children's Advocacy
65 Elizabeth Street
Hartford, CT 06105

Dear Representative (of Guardian for D.R., Susan Raybine):

Subject: Housing Discrimination Complaint
Raybine v. Parkridge Association, Inc.
Inquiry No. 517966
HUD Case No. 01-16-4816-8

Attached is a copy of a closure document sent to your client, relating to the subject housing discrimination complaint.

Sincerely,

A handwritten signature in cursive script, reading "Susan M. Forward".

Susan M. Forward
Region I Director
Office of Fair Housing and
Equal Opportunity

Enclosures



U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity
Thomas P. O'Neill, Jr. Federal Building
10 Causeway Street
Boston, Massachusetts 02222-1092

December 08, 2016

Guardian for D.R., Susan Raybine
1310 Berlin Turnpike, Unit 101
Wethersfield, CT 06109

Dear Complainant:

Subject: Housing Discrimination Complaint
Raybine v. Parkridge Association, Inc.
Inquiry No. 517966
HUD Case No. 01-16-4816-8

The above-referenced housing discrimination complaint, which was filed with the U.S. Department of Housing and Urban Development (HUD), on September 29, 2016, has been resolved by the execution of a HUD Conciliation Agreement (Agreement), as provided under §810(b) of the Fair Housing Act of 1968, (Act) as amended [42 U.S.C. §3601 et seq.].

On **December 07, 2016**, the Conciliation Agreement was signed and approved on behalf of the Secretary, as required under §810(b)(2) of the Act and §103.310 of HUD's regulations implementing the Act. By executing this Agreement, the parties have agreed that all issues that were raised in the above-referenced complaint are resolved. By approving this Agreement, HUD has concluded that its provisions will adequately vindicate the public interest. Accordingly, HUD has terminated its investigation, and has administratively closed the complaint, effective as of **December 07, 2016**. A copy of the HUD-approved Agreement is enclosed for your records.

This closure is not a determination on the merits of the allegations contained in the HUD complaint.

By executing this Conciliation Agreement, the parties have committed to comply with the provisions specifically designed to resolve the issues raised in the complaint, and to further the public interest in fair

housing.

Retaliation is a violation of the Fair Housing Act. Section 818 of the Act makes it unlawful to retaliate against any person because he or she has filed a housing discrimination complaint; is associated with a complainant; has counseled or otherwise assisted any person to file such a complaint; or has provided information to HUD during a complaint investigation. Section 818 also protects complainants against retaliatory acts that occur after a complainant has withdrawn, settled, or conciliated a housing discrimination complaint. Any person who believes that he or she has been a victim of retaliation for any of the reasons listed above may file a housing discrimination complaint with HUD within one (1) year of the date on which the most recent alleged retaliatory act(s) occurred or ended.

Enforcement by the Attorney General. Section 810(c) of the Act provides that whenever HUD has reasonable cause to believe that a respondent has breached a Conciliation Agreement, HUD shall refer the matter to the Attorney General with a recommendation that a civil action be filed on behalf of the complainant. Section 814(b)(2) of the Act authorizes the Attorney General to file a civil action in an appropriate United States District Court for appropriate relief with respect to the breach of a HUD Conciliation Agreement.

If an aggrieved person believes that a respondent has breached a HUD Conciliation Agreement, he or she should promptly report the alleged breach to the HUD Office that investigated the complaint.

Public Disclosure. Section 103.330(b) of HUD's regulations implementing the Act provides that Conciliation Agreements shall be made public, unless the aggrieved person and the respondent request nondisclosure and HUD determines that disclosure is not required to further the purposes of the Act. Notwithstanding a determination that disclosure of an Agreement is not required, HUD may publish tabulated descriptions of the results of all conciliation efforts.

If you have any questions regarding this closure please contact the point of contact listed below for assistance.

Sincerely,



Susan M. Forward
Region I Director
Office of Fair Housing and
Equal Opportunity

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

TITLE VIII

CONCILIATION AGREEMENT

Between

GUARDIAN FOR D.R., SUSAN RAYBINE
&
SUSAN RAYBINE

(Complainants)

And

PARKRIDGE ASSOCIATION, INC.,
VISION MANAGEMENT, LLC
&
CHRIS WEILAND

(Respondents)

Approved by the FHEO Region I Director on behalf of the United States Department of Housing
and Urban Development

FHEO CASE NUMBER: 01-16-4816-8

A. PARTIES AND SUBJECT PROPERTY

- Guardian for D.R., Susan Raybine & Susan Raybine (hereinafter “Complainants”); protected class: disability.
- Parkridge Association, Inc., Vision Management, LLC & Chris Weiland (hereinafter “Respondents”).
- Wethersfield Public Schools & D.R., child (hereinafter “Aggrieved Persons”).
- Complainants and Respondents are hereafter referred to collectively as the “Parties.”
- The subject property complex is a condominium building and is located at 1310 Berlin Turnpike, Wethersfield, CT 06109 (hereinafter the “Property”).

B. STATEMENT OF FACTS

A complaint was filed on September 29, 2016 with the United States Department of Housing and Urban Development (the Department) alleging that Complainant was injured by a discriminatory act of the Respondent. Complainant alleges that the Respondents violated § 804(f)(2) as defined by § 804(f)(3)(B) of the Fair Housing Act as amended in 1988 (the “Act”).

The parties agree to settle the claims in the underlying action by entering into this Conciliation Agreement (hereinafter the “Agreement”).

C. TERM OF AGREEMENT

1. This Agreement shall govern the conduct of the Parties to it for a period of one (1) year from the effective date of the Agreement.

D. EFFECTIVE DATE

2. 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 U.S. Department of Housing and Urban Development, through the FHEO Region I Director or her designee.

3. This Agreement shall become effective on the date on which it is approved by the Director, Fair Housing and Equal Opportunity (FHEO) Region I of the United States Department of Housing and Urban Development (HUD).

E. GENERAL PROVISIONS

4. It is understood and the Parties expressly agree this Agreement does not constitute an admission by Respondents of any violation of any statute or regulation.

5. The Parties acknowledge this Agreement is a voluntary and full settlement of the disputed complaint. The Parties affirm 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.

6. Respondents agree that they will not commit any act of discrimination which would interfere with any person's right to own, occupy, sell or rent any property or dwelling or otherwise interfere with that person's access to and enjoyment of said property or dwelling as well as all services and privileges associated with said property or dwelling because of that person's race, color, religion, sex, national origin, disability or familial status.

7. This Agreement, after it has been approved by the FHEO Region I Director, or her designee, is binding upon Respondents, their employees, heirs, successors and assigns and all others in active concert with Respondents in the ownership or operation of the Property.

8. It is understood that, pursuant to Section 810(b)(4) of the Act, upon approval of this Agreement by the FHEO Region I Director, it is a public document.

9. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint involving Respondent made pursuant to the Fair Housing Act, or any other complaint within the Department's jurisdiction. It is hereby acknowledged that no investigations of the Respondents, Chris Weiland, individually, Vision Management, LLC, or Parkridge Association, Inc., are currently pending other than the above-captioned matter.

10. 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 Region I Director.

11. The Parties agree the execution of this Agreement may be accomplished by separate execution of consents to this Agreement, and the original executed signature pages attached to the body of the Agreement constitute one document.

12. Complainant hereby forever waives, releases, and covenants not to sue the Department, the Respondents, or their respective members, successors, executors, assigns, agents, officers, board members, employees, and attorneys (including in their individual capacities) 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 Number 01-16-4816-8, or which could have been filed in any action or suit arising from said subject matter.

13. Respondents hereby forever waive, release, and covenant not to sue the Department, the Complainants, or their respective successors, executors, assigns, agents, officers, board members, employees and attorneys (including in their individual capacities) 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 Number 01-16-4816-8, or which could have been filed in any action or suit arising from said subject matter.

F. SPECIFIC RELIEF

14. Within five (5) days after the date of entry of this Agreement, Respondents shall notify Wethersfield Public Schools that a Type II small bus or mini-van may pick up D.R., child, at his home door for transportation purposes to and from school so long as medically necessary.

G. RELIEF IN THE PUBLIC INTEREST

15. Respondents shall refrain from any act that would constitute a violation of the Fair Housing Act at the Property.

16. Respondents shall not retaliate against Complainants or any person who participated in the investigation.

17. Respondents shall retain and make available to the Department records that would demonstrate that they have complied with the affirmative obligations under this Agreement.

18. Within fourteen (14) days of the effective date of this Agreement, Respondents shall notify all current condominium tenants and condominium owners in writing that they or their residents may at any time request, and Respondents must allow under the Act, a reasonable accommodation due to disability. The notification must specify, by way of example, that a request for a Type II small bus or mini-van pick up at the home door of the Property is a permissible reasonable accommodation, so long as it is medically necessary. Respondents shall deliver an individual copy of the notification to each unit in the Property and to each condominium owner. The language of the notification must be pre-approved by the Region I FHEO Director.

19. Within fourteen (14) days after the effective date of this agreement, Respondents shall post laminated posters notifying residents in writing that they may at any time request, and Respondents must allow under the Act, a reasonable accommodation due to disability. Respondent shall post readily visible, laminated copies of this poster on the glass doors to the common entrance areas of the Property, as they would any emergency notice, for a period of not less than thirty (30) consecutive days. Respondent shall also post readily visible, laminated copies of this poster in the common mailroom area of the Property for the duration of this Agreement. The language of the notification must be pre-approved by the Region I FHEO Director.

20. Within sixty (60) days of the effective date of this Agreement, Respondents shall modify the Rules section of the Property's Governing Documents to enact a policy governing requests for reasonable accommodations at the Property to be approved by the FHEO Regional Director or her designee. This policy shall adhere to the specifications of the "Joint Statement of the Department of Housing and Urban Development and the Department of Justice for Reasonable Accommodations Under the Fair Housing Act" published on May 17, 2004 and available at <http://www.hud.gov/offices/fheo/library/huddojstatement.pdf>. The policy shall also require that

condominium owners distribute the modified Rules with the enacted policy to all future tenants within five days of beginning tenancy.

21. Within sixty (60) days of the effective date of this Agreement, the president of Respondent Parkridge Association, Inc.'s board of directors and Respondent Weiland, as the only employee of Respondent Vision Management, LLC responsible for property management activities, shall attend two hours of training regarding the Fair Housing Act with a training provider approved by the Department. Respondents shall report completion of training to the Department within fifteen (15) days of completion and bear the cost of said training.

H. MONITORING

22. The Department shall determine compliance with the terms of this Agreement. During the term of this Agreement, HUD may review compliance with this Agreement. As part of such review, HUD may examine witnesses and copy pertinent records of Respondents. Respondents agrees to provide its full cooperation in any monitoring review undertaken by HUD to ensure compliance with this Agreement.

I. REPORTING AND RECORDKEEPING

23. All required certifications and documentation of compliance, including verification of payment must be submitted to:

Susan M. Forward
Region I Director, Office of Fair Housing and Equal Opportunity
Thomas P. O'Neil Building
Room 321
10 Causeway Street
Boston, MA 02222

J. CONSEQUENCES OF BREACH

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

K. SIGNATURES

Ronnie B. Perry for Susan Taybire 12/7/2016
Guardian for D.R., child Date
Complainant

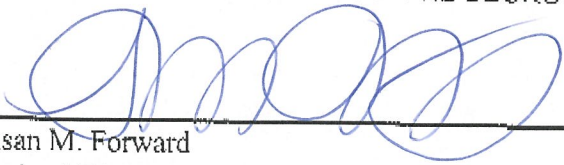
Ronnie B. Perry for Susan Taybire 12/7/2016
Susan Raybire Date
Complainant

Parkridge Association, Inc. signatory authority Date
Respondent

Vision Management, LLC signatory authority Date
Respondent

Chris Weiland Date
Respondent

L. APPROVAL ON BEHALF OF THE SECRETARY OF HUD

 12/7/2016
Susan M. Forward Date
Region I Director
Office of Fair Housing and Equal Opportunity

K. SIGNATURES

Guardian for D.R., child
Complainant

Date

Susan Raybine
Complainant


Date



12-2-16

Parkridge Association, Inc. signatory authority
Respondent

Date



12/2/2016

Vision Management, LLC signatory authority
Respondent

Date

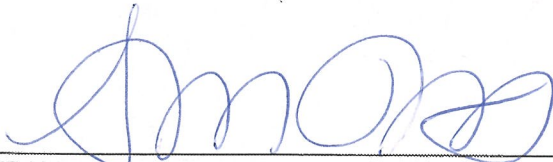


12/2/2016

Chris Weiland
Respondent

Date

L. APPROVAL ON BEHALF OF THE SECRETARY OF HUD



SUSAN M. FORWARD
REGION I DIRECTOR
OFFICE OF FAIR HOUSING AND
EQUAL OPPORTUNITY

Date

12/7/2016