

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

TITLE VIII

CONCILIATION AGREEMENT

Between



(Complainant)

And

NEW ENGLAND FAMILY HOUSING MANAGEMENT ORGANIZATION, LLC

And

LESLIE WRIGHT

And

KEVIN LACASSE

And

TKB PROPERTIES, LLC

And

TIMOTHY COULOMBE

(Respondents)

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

FHEO CASE NUMBER: 01-14-0073-8

## A. PARTIES AND SUBJECT PROPERTY

- [REDACTED] (hereinafter "Complainant"); protected class: Sex
- New England Family Housing Management Organization, LLC (hereinafter "Respondent NEFHMO"); Leslie Wright (hereinafter "Respondent Wright"); Kevin Lacasse (hereinafter "Respondent Lacasse"); TKB Properties, LLC (hereinafter "Respondent TKB"); Timothy Coulombe (hereinafter "Respondent Coulombe") (collectively "Respondents")
- The subject property is a three-unit multifamily dwelling located at 517 Hillsboro Street in the city of Berlin in Coos County, New Hampshire.

## B. STATEMENT OF FACTS

A complaint was filed on December 3, 2013 with the United States Department of Housing and Urban Development (the Department) alleging that the Complainant was injured by a discriminatory act of the Respondents. Complainant alleges that the Respondents NEFHMO, Wright, Lacasse, TKB and Coulombe violated § 801 et seq. of the Fair Housing Act as amended in 1988, 42 U.S.C. 3601 et seq. (the Act), by refusing to rent, or otherwise making unavailable or denying, a dwelling because of her sex.

Respondents deny having discriminated against Complainant, but agree to settle the claims in the underlying action by entering into this Conciliation Agreement.

## C. TERM OF AGREEMENT

1. This Conciliation Agreement (hereinafter "Agreement") shall govern the conduct of the parties to it for a period of two years 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 Regional Director or his 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. 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.

5. 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.

6. 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 them in the ownership or operation of 517 Hillsboro Street in the city of Berlin in Coos County, New Hampshire.

7. 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.

8. 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 Fair Housing Act, or any other complaint within the Department's jurisdiction.

9. 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.

10. 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.

11. 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 Number 01-14-0073-8, or which could have been filed in any action or suit arising from said subject matter.

12. Respondents hereby forever waive, release, and covenant not to sue the Department or Complainant and 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 Number 01-14-0073-8 or which could have been filed in any action or suit arising from said subject matter.

#### F. RELIEF FOR COMPLAINANT

13. Respondents agree to take the following actions, and, as set forth in this Agreement, will provide the Department with written certification that these requirements have been met: Respondents agree to pay by certified or cashier's check the amount of \$11,250.00 to Complainant within one-hundred thirty-five (135) days of the effective date of this Agreement. The check shall be made payable to New Hampshire Legal Assistance Trust Account, and mailed by Federal Express or certified mail to the following address:

Daniel Feltes, Esq.  
New Hampshire Legal Assistance  
117 North State Street  
Concord, New Hampshire 03301

#### G. RELIEF IN THE PUBLIC INTEREST

14. Within sixty (60) days of the effective date of this Agreement, Respondents Wright, Lacasse, and Coulombe and all additional management staff for Respondents NEFHMO and TKB shall attend two (2) hours of Fair Housing Training regarding applicable provisions of the Violence Against Women Reauthorization Act of 2013, 42 U.S.C. § 13925 et seq., and the Department's regulations under 24 CFR §§ 5.2001 - 5.2011. The training shall be conducted by an appropriate agency or facility approved by the Department. Written approval of a prospective trainer must be solicited and obtained from the FHEO Regional Director at least ten (10) days prior to the commencement of the training.

15. Beginning on the last day of every third month following the effective date of this Agreement, and continuing for one year, Respondents shall compile the following information/documents regarding all properties owned, operated or managed by Respondents and which accept Section 8 vouchers or receive other federal financial assistance from the Department:

- a. A list of vacancies for the previous three (3) months, including a statement of each departed tenant's sex (if known), the move out date, and the reasons for the departure (if known)
- b. A copy of each application for all persons who applied for occupancy for the previous three (3) months, including a statement of each person's sex (if known), whether the person was rejected or accepted, the date of such action and, if rejected, the reason for the rejection

At the Department's request, Respondents shall provide any document or application for which the Department is concerned that police visits or domestic violence might have played a role in the departure of a tenant or the denial of an application for occupancy.

16. Within sixty (60) days of the effective date of the agreement, Respondents shall modify and submit to the Department for approval the terms of the standard lease and the lease renewal

procedures for all properties owned, operated or managed by Respondents so as to comply with the Violence Against Women Reauthorization Act of 2013, 42 U.S.C. § 13925 et seq., and the Department's regulations under 24 CFR §§ 5.2001 - 5.2011. After the Department's review is complete and the Department's comments and changes are returned, Respondents will have thirty (30) days to make said changes and adopt the terms and procedures.

17. Within thirty (30) days of the effective date of this Agreement, Respondents shall inform all of their agents and employees responsible for compliance with this Agreement, including any officers and board members, of the terms of this Agreement and shall provide each such person with a copy of this Agreement.

#### H. MONITORING

18. 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 inspect the subject property identified in Section A of this Agreement, examine witnesses, and copy pertinent records of Respondents. Respondents agree to provide its full cooperation in any monitoring review undertaken by HUD to ensure compliance with this Agreement.

#### I. REPORTING AND RECORDKEEPING

19. Within twenty (20) days of mailing the check identified in paragraph 13, Respondents shall transmit a photocopy of said check, together with a copy of the delivery tracking report or certified mail receipt as evidence of delivery, to the FHEO Regional Director.

20. The Respondents shall forward to the Department objective evidence of the successful completion of training, in the form of a Certificate or a letter from the entity conducting the training, together with a list of participants, within five (5) days of the completion of the training, as evidence of compliance with paragraph 14 of this Agreement.

21. On the last day of every third month beginning with the effective date of this Agreement, and every three (3) months thereafter during the term of this Agreement, Respondents shall submit to the Department a report containing all of the information identified in paragraph 15, subparagraphs (a)-(b) regarding the previous three (3) months for all properties owned, operated or managed by Respondents and which accept Section 8 vouchers or receive other federal financial assistance from the Department.

22. Within forty-five (45) days of the effective date of this Agreement, Respondents shall certify to the FHEO Regional Director, in writing, that he or she has complied with paragraph 17 of this Agreement.

23. All required certifications and documentation of compliance 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 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 §§ 810(c) and 814(b)(2) of the Act.

#### K. SIGNATURES

\_\_\_\_\_  
Complainant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Leslie Wright  
Property Manager  
New England Family Housing Management Organization, LLC  
Respondent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kevin Lacasse  
Registered Agent  
New England Family Housing Management Organization, LLC,  
and TKB Properties, LLC  
Respondent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Timothy Coulombe  
Owner  
TKB Properties, LLC  
Respondent

\_\_\_\_\_  
Date

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K. SIGNATURES

  
\_\_\_\_\_  
Complainant

5/13/14  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Leslie Wright  
Property Manager  
New England Family Housing Management Organization, LLC  
Respondent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kevin Lacasse  
Registered Agent  
New England Family Housing Management Organization, LLC,  
and TKB Properties, LLC  
Respondent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Timothy Coulombe  
Owner  
TKB Properties, LLC  
Respondent

\_\_\_\_\_  
Date



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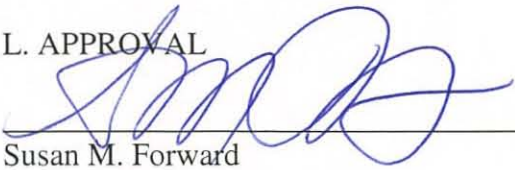
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K. SIGNATURES

|   |                        |
|---|------------------------|
| <br>Complainant  | _____<br>Date          |
| <br>Leslie Wright<br>Property Manager<br>New England Family Housing Management Organization, LLC<br>Respondent                              | <u>5/16/14</u><br>Date |
| <br>Kevin Lacasse<br>Registered Agent<br>New England Family Housing Management Organization, LLC,<br>and TKB Properties, LLC<br>Respondent | <u>5/16/14</u><br>Date |
| <br>Timothy Coulombe<br>Owner<br>TKB Properties, LLC<br>Respondent   | <u>5/14/14</u><br>Date |



L. APPROVAL

  
\_\_\_\_\_  
Susan M. Forward  
FHEO Region I Director

5/19/14  
\_\_\_\_\_  
Date