

UNITED STATES DEPARTMENT OF HOUSING  
AND URBAN DEVELOPMENT

**TITLE VIII  
CONCILIATION AGREEMENT**

**between**

Complainant



**and**

Respondent

Condominium Association Isleta Marina

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

**FHEO CASE NUMBER: 02-11-0883-8**

**DATE FILED  
July 19, 2011**

## **A. PARTIES AND SUBJECT PROPERTY**

### **Complainant**

Ms. [REDACTED] (hereinafter the "Complainant") belongs to a class of persons who is protected from unlawful housing discrimination under the Fair Housing Act, as amended, based on her physical disability. She resides at the subject property, [REDACTED] Condominium Isleta Marina, Puerto Real, Puerto Real 00740.

### **Respondent**

Condominium Association Isleta Marina, (hereinafter referred to as Respondent) operates the housing where the complainant lives.

Mr. Jose R. Matos Davila, (hereinafter referred to as Respondent) is the President of the Board of Directors of the Condominium Association Isleta Marina. The property consists of three hundred and eighty (380) dwelling units. The Condominium Isleta Marina is located at Puerto Real, Puerto Rico 00740.

## **B. STATEMENT OF FACTS**

A complaint was filed on July 19, 2011, with the United States Department of Housing and Urban Development (the Department) alleging that the Complainant was injured by a discriminatory act of the Respondent. Complainant alleges that the Respondent, Condominium Association Isleta Marina, violated Section 804 (f) (3)(B) of the Fair Housing Act as amended in 1988, 42 U.S.C. 3601 *et seq.* (the Act), by refusing to repair the elevators since Easter 2011 in detriment of the Complainant's mobility disability and/or other disabled residents and visitors in the premises of Condominium Isleta Marina.

Respondent denies having discriminated against Complainant, but agrees to settle the claims in the underlying action by entering into this Conciliation Agreement.

## **C. TERMS OF AGREEMENT**

1. This Conciliation Agreement (hereinafter "Agreement") shall govern the conduct of the parties for a period of three years from the effective date of the Agreement, or until the Complainants moves to housing outside Condominium Isleta Marina; whichever comes sooner.

#### **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 U.S. Department of Housing and Urban Development, through the FHEO Regional Director, or his designee.
2. This Agreement shall become effective on the date on which it is approved by the Director, Fair Housing and Equal Opportunity (FHEO) of Region II in New York, New York, of the United States Department of Housing and Urban Development (HUD).

#### **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. The Department acknowledges that this Agreement does not constitute, and shall not be construed as an admission by the Respondent of any violation of any Federal, State, or local civil rights, statute, law, ordinance or regulation.
2. The Respondent acknowledges that he or she has 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. Respondent further acknowledges 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 designee, is binding upon the Respondent, his and/or her employees, heirs, successors and assigns and all others in active concert with him in the operation of the Condominium Isleta Marina.
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 designee, it is a public document.
5. This Agreement does not in any way limit or restricts 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.
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 and signed by the FHEO Regional Director.
7. The parties agree that the execution of this Agreement may be accomplished by separate execution of consents to this Agreement, the original executed signature pages to be attached to the body of the Agreement to constitute one document.



8. The Complainant hereby forever waives, releases, and covenants not to sue the Department or the Respondent, 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 02-11-0883-8, or which could have been filed in any action or suit arising from said subject matter.

9. The Respondent hereby forever waives, releases, and covenants not to sue the Department or the 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 Numbers 02-11-0883-8, or which could have been filed in any action or suit arising from said subject matter.

#### **F. RELIEF FOR COMPLAINANT**

The Respondent agrees 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:

- (a) The Respondent acknowledges that the replacement process will be completed in two phases. The Respondent agrees to start the replacement of four (4) of the eight (8) elevators located at Condominium Isleta Marina upon the completion of the demolition phase, on or about August 13, 2012. The replacement process will last until on or about March 31, 2013. If the replacement process cannot be completed by March 31, 2013, the Respondent will seek written approval from the Department for an extension based on good cause.
- (b) The Respondent agrees to begin the process of replacing **Elevators 1 and 2** on Tower I and Tower II at Condominium Isleta Marina, no later than August 13, 2012. The replacement of these elevators should be completed by November 12, 2012.
- (c) The Respondent further agrees to begin the process of replacing **Elevators 3 and 4** on Tower I and Tower II at Condominium Isleta Marina, no later than November 13, 2012. The replacement of these elevators should be completed by March 31, 2013.
- (d) The Respondent agrees to provide the Complainant with a written apology upon the signatory execution of this agreement.
- (e) The Respondent and all members of the Board of Directors Condominium Association Isleta Marina agree to attend a formal training on the subject of the Fair Housing Act, which will be offered by the Department. The training will take place no later than three months from the signatory execution of this agreement. The Respondent agrees to make arrangements with the Department as to all of the logistics associated with the event.

## **G. RELIEF IN THE PUBLIC INTEREST**

The Respondent agrees to consistently apply the practices, policies and procedures set forth in a nondiscriminatory manner by refraining from committing any acts of discrimination against any person in violation of the Act.

## **H. MONITORING**

1. 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 Respondent's property identified in Section A of this Agreement, examine witnesses, and copy pertinent records of Respondent. Respondent agrees to provide their full cooperation in any monitoring review undertaken by HUD to ensure compliance with this Agreement.

## **I. REPORTING AND RECORDKEEPING**

1. The Respondent will submit quarterly in-progress reports to the Department describing how they are advancing towards the completion of the Elevators replacement process. Within fifteen (15) days of completion of the repair of the two (2) elevators in Tower II, Respondent shall certify to the FHEO Regional Director, in writing, that he or she has complied with items F1 of the Agreement. All required certifications (including safety inspections) and documentation of compliance must be submitted to:

Jay Golden, Regional Director  
Office of Fair Housing and Equal Opportunity  
New York State Office  
Jacob K. Javits Federal Building  
26 Federal Plaza  
New York, New York 10278-0068

And

Diana Ortiz, Director  
Office of Fair Housing and Equal Opportunity  
235 Federico Costa Street, Suite 200  
San Juan, Puerto Rico 00918

## **J. CONSEQUENCES OF BREACH**

1. Whenever the Department has reasonable cause to believe that the Respondent has 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.

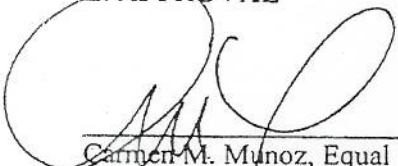
**K. SIGNATURES**



(Complainant)

5/3/12  
Date

**L. APPROVAL**

  
\_\_\_\_\_  
Carmen M. Munoz, Equal  
Opportunity Specialist

5/3/12  
Date

*Diana Ortiz*  
\_\_\_\_\_  
Diana Ortiz, FHEO Director- San  
Juan Field Office

5/7/12  
Date

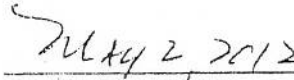
*Jay Golden*  
\_\_\_\_\_  
for Jay Golden, Region II Director  
Office of Fair Housing and Equal  
Opportunity

5/7/12  
Date

**M. Signatures**

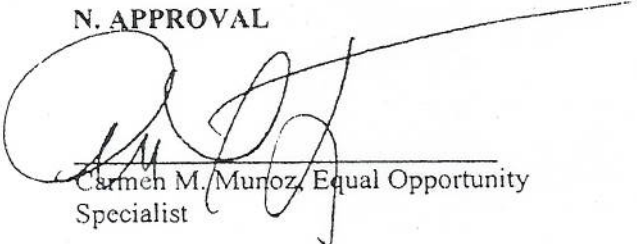


Jose R. Matos Davila (On behalf of  
Respondent

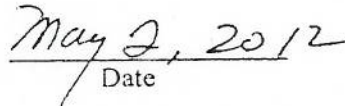


Date

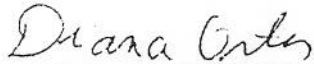
**N. APPROVAL**



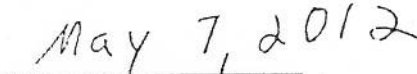
Carmen M. Munoz, Equal Opportunity  
Specialist



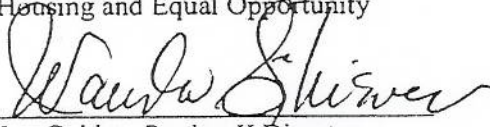
Date



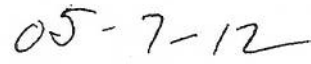
Diana Ortiz, FHEO Director - San  
Juan Field Office, Office of Fair  
Housing and Equal Opportunity



Date



Jay Golden, Region II Director  
Office of Fair Housing and Equal  
Opportunity



Date



"Asociación de Condominos Isleta Marina"  
Isleta Marina Condominium Owners Association

Board Of Directors

RESOLUTION

The Board of Directors of "Isleta Marina Condominium Owners Association" (ACIM) on the meeting held on April 28, 2012, has agreed to subscribe the "Conciliatory Agreement" (the Agreement) submitted by the United States Department of Housing and Urban Development (HUD), as approved by the FHEO Regional Director on behalf of the United States Department of Housing and Urban Development, on FHEO Case Number 02-11-0883-8, between Wilma De L. Casillas (Complainant) and Condominium Association Isleta Marina (Respondent).

The Agreement was discussed on the aforementioned meeting and the Directors present, five (5) out of seven(7) having dully established the quorum, voted as follows: five (5) in favor of accepting the Agreement, none (0) against the Agreement and one (1) abstained. This result authorizes the Board of Directors President, Mr. José R Matos Dávila, to subscribe the Agreement.

In order to avoid further proceedings and possible litigation and subject to the following clarifications, the Board of Directors agrees on the Agreement to settle this case as the most favorable pronouncement to all concerned parties.

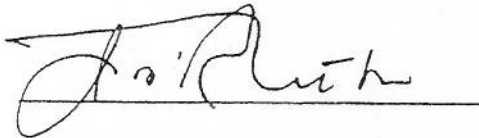
- On section B of the Agreement the Respondent, ACIM, denies having discriminated against the "Complainant" identified as [REDACTED]. The Board of Directors represents the association herein referred to as the "Respondent" and hereby denies having discriminated against the Complainant and against any other person(s) as the document submitted by [REDACTED] on July 11, 2011 had included several other individuals.
- On section G paragraph 7 of the Agreement, it is stated that *"separate execution consents can be attached to the body of the Agreement"*. The Respondent requests that this Resolution be attached as part of the Agreement.
- On section F "Relief for Complainant" of the Agreement the Respondent *"agrees to provide the Complainant a written apology upon the signatory execution of this agreement"* and the Board of Directors wishes state for the record, that an apology was provided on October 20, 2011, copy of which is included. Nevertheless, having included the phrase *"upon the signatory execution of this agreement"* such "Apology" shall be



provided to Ms. [REDACTED] by which the Board of Directors regrets any mishaps or inconveniences that she may, or any other person she had mentioned in the "complaint" dated July 11, 2011, may have been subjected to due to the prolonged interruption of the elevator service on tower 2 of the Isleta Marina Condominium.

- The Board of Directors hereby states for the record that, any hassle to the Complainant or to any other person, that may had been caused by faulty and obsolete elevators was, in whole or in part, the responsibility of Deya Elevators who by then was the responsible entity for their upkeep. As stated by Ms. [REDACTED] on her "Complaint" dated July 11, 2011, her repetitive claims to the Board of Directors and to the maintenance contractor, Deya Elevators, did not met her expectations nor that of other individuals mentioned in her complaint. Her dissatisfaction is well founded and unquestionably the Isleta Marina Owners Association and its Board of Directors have committed themselves to solve the problem by contracting with a reputable company the installation of new elevators.

Be it stated that on April 28, 2012 the aforementioned resolution was approved by the Board of Directors meeting held at the conference room of the Isleta Marina Condominium, Fajardo, Puerto Rico.



José R Matos Dávila, President

Board of Directors



Ismael Martínez Jiménez, Vice President

The Vice President attest this Resolution in lieu of the Secretary Ms. Wilma de L. Casillas who abstained.



**ASOCIACION DE CONDOMINIOS**

Condominio Isleta Matra  
Apartado 459  
Puerto Real, Puerto Rico 00740

20 de octubre de 2011

Sra. Wilma Casillas

PO Box 110  
Puerto Real, Puerto Rico 00740

Estimada señora Casillas:

Recibimos su comunicación electrónica de 20 de octubre de 2011, en la que solicita que la Junta de Directores remita a todos los titulares su carta de la misma fecha. Su solicitud obedece a información ofrecida por la Junta de Directores a los titulares en su informe trimestral sobre la querrela presentada por usted ante el Departamento de Vivienda Federal.

En el ejercicio de las funciones inherentes a la Junta de Directores, notificamos a los titulares el asunto relacionado a la querrela debido a que la misma podría tener un impacto económico para todos los titulares y es deber de la Junta mantenerlos informados. La información ofrecida de ninguna forma pretende atacar su persona y está basada en hechos ciertos recogidos en las minutas de las reuniones de la Junta.

La distribución de comunicaciones particulares de titulares al resto de la comunidad del Condominio no es función de la Junta de Directores. No obstante, puede usted utilizar los tablones de edicto del Condominio y la distribución privada a cada apartamento.

Cordialmente,

Lourdes Vázquez Rivera