

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF ALABAMA

|                                  |   |                                  |
|----------------------------------|---|----------------------------------|
| UNITED STATES OF AMERICA,        | ) |                                  |
|                                  | ) |                                  |
| Plaintiff,                       | ) |                                  |
|                                  | ) |                                  |
| v.                               | ) | Civil Action No. 2:09-cv-683-MEF |
|                                  | ) |                                  |
| CHANDI BISWAS, KENNETH R. SCOTT, | ) |                                  |
| and FRANKIE L. ROBERSON,         | ) |                                  |
|                                  | ) |                                  |
| Defendants.                      | ) |                                  |
| _____                            | ) |                                  |

**CONSENT DECREE**

**I. INTRODUCTION**

1. This action was filed by the United States to enforce the provisions of the Fair Housing Act, 42 U.S.C. §§ 3601 - 3619. The United States alleges that Defendants Chandi Biswas (“Biswas”), the owner of Rolling Oaks Apartments in Clanton, Alabama, Kenneth R. Scott (“Scott”), the manager of Rolling Oaks Apartments, and Frankie L. Roberson (“Roberson”), the assistant manager at Rolling Oaks Apartments (collectively, “Defendants”) have engaged in a pattern or practice of discrimination on the basis of race or color or a denial of rights to a group of persons, in violation of 42 U.S.C. § 3614, in the rental of dwelling units at Rolling Oaks Apartments.

2. Specifically, the United States alleges that the Defendants have engaged in housing practices that discriminate on the basis of race or color, including:

- a. Making statements indicating that a selling point of the apartment complex is that the complex does not have many black residents;

- b. Making statements indicating that a sign for a credit check and police background check was adopted to discourage black potential tenants from applying for an apartment; and
- c. Making statements indicating that there was a preference against black tenants at Rolling Oaks Apartments.

3. The United States alleges that through this conduct the Defendants have discriminated by making, or causing to be made, statements with respect to the rental of a dwelling that indicate a preference, limitation, or discrimination based on race or color, in violation of 42 U.S.C. § 3604(c).

4. In an effort to avoid costly litigation, the United States and the Defendants have voluntarily agreed, as indicated by the signatures below, to resolve the Plaintiff's claims against Defendants without a trial and without admission of liability or wrongdoing on the part of the Defendants. Further, Defendant Roberson further denies the United States' allegation that he was acting as an assistant manager at Rolling Oaks Apartments.

**ACCORDINGLY, It is hereby ADJUDGED, ORDERED and DECREED:**

## **II. GENERAL INJUNCTION**

5. The Defendants, their agents, employees, successors and assigns, and all other persons in active concert or participation with them, are enjoined, with respect to the rental of dwellings, from:

- a. Refusing to rent a dwelling, refusing or failing to provide or offer information about a dwelling, refusing to negotiate for the rental of a dwelling, or otherwise making unavailable or denying a dwelling to any person because of race or color;

- b. Discriminating against any person in the terms, conditions, or privileges of renting a dwelling, or in the provision of services or facilities in connection therewith, because of race or color;
- c. Making statements with respect to the rental of a dwelling that indicate any preference, limitation, or discrimination because of race or color; or
- d. Misrepresenting to any person because of race or color that any dwelling is not available for inspection or rental when such dwelling is, in fact, so available.

### **III. NONDISCRIMINATION POLICY**

6. Defendant Biswas shall implement a Nondiscrimination Policy regarding the rental of dwelling units at all properties owned or managed, in whole or in part, by Defendant Biswas at any time during the duration of this Consent Decree (“Subject Properties”) that shall be applied equally to all actual and prospective tenants, regardless of their race or color.<sup>1</sup> The text of the Nondiscrimination Policy shall be as set forth in Appendix B hereto.

### **IV. NOTICE TO PUBLIC OF NONDISCRIMINATION POLICY**

7. Within thirty (30) days of the entry of this Consent Decree, Defendant Biswas shall take the following steps to notify the public of their Nondiscrimination Policy:

- a. Prominently post at all rental offices Defendant Biswas may currently or subsequently use for the rental of dwellings, a fair housing sign no smaller than ten (10) inches by fourteen (14) inches that indicates that all apartments are available for rent on a nondiscriminatory basis. A poster that comports with 24 C.F.R. Part 110 will satisfy this requirement.

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<sup>1</sup> Appendix A lists all residential rental properties currently owned or managed by Defendant Biswas.

- b. Whenever any dwelling unit at any of the Subject Properties is available for rent, Defendant Biswas shall prominently post an easily readable “For Rent” or “Vacancy” sign or notice at the apartment building in which the dwelling unit is available. The sign or notice shall include the slogan “Equal Housing Opportunity” and/or the fair housing logo. Such slogan and logo shall be prominently displayed and easily readable.
- c. Include the words “Equal Housing Opportunity” and/or the fair housing logo in all new rental advertising conducted by Defendant Biswas, or his agents or employees, in newspapers, flyers, handouts, telephone directories and other written materials; on radio, television or other media broadcasts; and on all billboards, signs, pamphlets, brochures and other promotional literature, provided that this requirement does not compel Defendant Biswas to advertise in any of these media, but does require compliance with this provision whenever Defendant Biswas so advertises. The words and/or logo shall be prominently placed and easily readable.
- d. Include the following phrase in the standard rental application and the standard rental agreement used for rental dwelling units in boldface type, using letters of equal or greater size to those of the text in the body of the document:

**We are an equal housing opportunity provider. We do not discriminate on the basis of race, color, sex, national origin, religion, disability or familial status (having children under age 18).**

- e. Within thirty (30) days after the entry of this Consent Decree and on an annual basis thereafter, provide written notification to the below-listed organizations that Defendant Biswas rents apartments at Rolling Oaks Apartments and that his policy is to rent apartments subject to uniform, nondiscriminatory standards to all qualified persons without regard to race, color, national origin, religion, sex, disability, or familial status (having children under age 18). This notice shall be sent to:

Central Alabama Fair Housing Center  
1817 W. Second Street  
Montgomery, Alabama 36106

Fair Housing Center of Northern Alabama  
1728 3rd Avenue North  
Suite 400C  
Birmingham, Alabama 35203

#### V. TRAINING<sup>2</sup>

8. Within sixty (60) days of the entry of this Consent Decree, Defendant Biswas shall provide a copy of this Consent Decree, including the Nondiscrimination Policy, to his managers, agents and employees involved in showing, renting, or managing any dwelling unit at the Subject Properties ("Management Agents"). Defendant Biswas shall secure a signed statement from each Management Agent acknowledging that he or she has received and read the Consent Decree and the Nondiscrimination Policy, has had the opportunity to have questions about the Consent

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<sup>2</sup> Defendant Scott has represented that he is no longer involved in the rental of dwellings and Defendants have represented that he is no longer employed at any of the Subject Properties. If, at any point during the term of the Consent Decree, Defendant Scott is either involved in the rental of dwellings or employed at any of the Subject Properties, Defendant Scott will be required to complete the training described in Paragraphs 10-11 within thirty (30) days.

Decree and Nondiscrimination Policy answered, and agrees to abide by the relevant provisions of the Consent Decree and the Policy. This statement shall be in the form of Appendix C.

9. During the term of this Consent Decree, within thirty (30) days after each new Management Agent becomes involved in showing, renting, or managing units at the Subject Properties, Defendant Biswas shall provide a copy of this Consent Decree and the Nondiscrimination Policy to each new Management Agent and secure a signed statement from each acknowledging that he or she has received and read the Consent Decree and the Nondiscrimination Policy, has had the opportunity to have questions about the Consent Decree and Nondiscrimination Policy answered, and agrees to abide by the relevant provisions of the Consent Decree and the Nondiscrimination Policy. This statement shall be in the form of Appendix C.

10. Within one hundred and fifty (150) days from the date of entry of this Consent Decree, Defendants Biswas and Roberson, as well as all Management Agents, shall undergo in-person training on the Fair Housing Act, with specific emphasis on discrimination on the basis of race and color. The training shall be conducted by an independent, qualified third party,<sup>3</sup> approved in advance by the United States, and any expenses associated with this training shall be borne by Defendants Biswas and/or Roberson. Defendants Biswas shall obtain certification of attendance, executed by each individual who received the training, confirming their attendance. This confirmation shall take the form of Appendix D.

11. At a minimum, the training required in the preceding paragraph shall consist of the following:

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<sup>3</sup> An Equal Opportunity Specialist from the Office of Fair Housing and Equal Opportunity at the U.S. Department of Housing and Urban Development will be an acceptable provider of this training.

- a. Instruction on the requirements of all applicable federal and state housing discrimination laws;
- b. Instruction on the requirements of Defendant Biswas' nondiscriminatory standards and procedures discussed in Section VI of this Consent Decree; and
- c. A question and answer session for the purpose of reviewing the foregoing areas.

12. Every twelve (12) months after the entry of this Decree, Defendant Biswas will hold the in-person training described in Paragraph 11 for all new Management Agents. The training shall be conducted by an independent, qualified third party,<sup>4</sup> approved in advance by the United States, and any expenses associated with this training shall be borne by Defendants Biswas. If a new Management Agent begins work at a time when an in-person training is not scheduled within the next sixty (60) days from the commencement of his or her employment, that Management Agent must undergo, within those sixty (60) days, online training on the Fair Housing Act. The online training shall be approved in advance by the United States, any expenses associated with this training shall be borne by Defendants Biswas. Defendant Biswas shall obtain certification of participation, executed by each individual who received the training, confirming their participation in the online training. This confirmation shall take the form of Appendix D. All new Management Agents, including those that have taken the online training, must participate in the next in-person training session held by Defendant Biswas. Defendants Biswas shall obtain certification of attendance, executed by each individual who received the in-person training, confirming their attendance at the in-person training. This confirmation shall take the form of Appendix D.

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<sup>4</sup> An Equal Opportunity Specialist from the Office of Fair Housing and Equal Opportunity at the U.S. Department of Housing and Urban Development may conduct this training.

**VI. NONDISCRIMINATORY STANDARDS AND PROCEDURES FOR SHOWING AVAILABLE DWELLING UNITS TO PROSPECTIVE TENANTS**

13. Within sixty (60) days from the date of entry of this Consent Decree, Defendant Biswas shall develop and implement, with respect to the Subject Properties, objective, uniform, nondiscriminatory standards and procedures for informing persons about and showing available dwelling units to prospective tenants. Such standards and procedures shall be submitted to the United States for approval in advance of their implementation and shall be consistent with the provisions of this Section. The standards and procedures shall be posted and prominently displayed in any office where there is rental activity and/or personal contact with applicants, and a copy of these standards and procedures shall be made available upon request to any applicant for the rental of a dwelling. For the duration of this Consent Decree, these standards and procedures may be modified only if written notice is given to counsel for the United States thirty (30) days before the proposed modifications are to take effect and the United States makes no objection thereto.

14. The nondiscriminatory standards and procedures discussed in Paragraph 13, above, shall include the use of the following documents, which Defendant Biswas shall maintain and update as new information becomes available, and retain for the duration of the Consent Decree:

- a. Guest Cards:<sup>5</sup> Defendant Biswas shall ensure that, for all prospective tenants who inquire in-person about dwelling units, a Guest Card is completed, either by the prospective tenant and/or Defendant Biswas (or his employee or agent), that contains:

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<sup>5</sup> A logbook maintaining the information below will suffice for reporting purposes under this Decree.



1. The date of the prospective tenant's visit and the prospective tenant's name, address, daytime and evening telephone numbers;
  2. The race of the prospective tenant, based on the good faith observation of Defendant Biswas or his employee or agent;
  3. The apartment size the prospective tenant requests and the date on which the prospective tenant wishes to move;
  4. Whether the prospective tenant filled out an application;
  5. Whether the prospective tenant was invited to see available dwelling units and the address and unit number of each one shown or, if not, an explanation why not; and
  6. The names of all Defendants and Management Agents who assisted the prospective tenant.
- b. Availability List: Defendant Biswas shall ensure that he maintains and timely updates an Availability List that includes the addresses and unit numbers of all dwelling units known to be available or reasonably expected to be available for rental within thirty (30) days, including the date Defendant Biswas or a Management Agent was first informed each would be available for rental and the first date it would be available for rental or occupancy by a new tenant. Defendant Biswas and Management Agents shall share the complete information on the Availability List with each person who visits or calls to inquire about the availability of dwelling units.

- c. **Rental Applications:** Defendant Biswas and Management Agents shall provide and process rental applications on a non-discriminatory basis and shall maintain all rental applications, whether deemed complete or incomplete, and any correspondence about the availability of dwelling units.
- d. **Waiting Lists:** Defendant Biswas and Management Agents shall maintain waiting lists in a non-discriminatory manner and develop uniform standards for selecting individuals from the list, whether formally or informally maintained.
- e. **Occupancy List:** Defendant Biswas and Management Agents shall maintain a list setting forth the occupancy of all dwelling units at the Subject Properties. Such list shall include the address and apartment number of each dwelling unit, as well as the name and race of each tenant (based on Defendant Biswas' or Management Agent's good faith observation) in that dwelling unit during the reporting period.

#### **VII. COMPLIANCE TESTING**

15. The United States may take steps to monitor the Defendants' compliance with this Consent Decree including, but not limited to, conducting fair housing tests at any office(s) in which the Defendants conduct rental activities.

#### **VIII. REPORTING AND DOCUMENT RETENTION REQUIREMENTS**

16. Defendant Biswas shall, no later than fifteen (15) days after occurrence, provide to the United States notification and documentation of the following events:<sup>1</sup>

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<sup>1</sup> All documents or other communications required by this Consent Decree to be sent to counsel for the United States shall be sent by commercial (non-USPS) overnight delivery service addressed as follows: Chief, Housing and Civil Enforcement Section, Civil Rights Division, United States Department of Justice, 1800 G Street N.W., Suite 7002, Washington, D.C. 20006, Attn: DJ 175-02-83, or as otherwise directed by the United States. Facsimile transmissions shall be sent to (202) 514-1116.

- a. Any change in Defendant Biswas' rules or practices regarding the Nondiscrimination Policy discussed in Section III or the nondiscriminatory standards and procedures discussed in Section VI.
- b. Any written or oral complaint against Defendant Biswas and/or the Management Agents, regarding discrimination in housing. If the complaint is written, Defendant Biswas shall provide a copy of it with the notification. The notification shall include the full details of the complaint, including the complainant's name, address, and telephone number. Defendant Biswas shall also promptly provide the United States all information it may request concerning any such complaint and shall inform the United States within fifteen (15) days of the substance of any resolution of such complaint.

17. Within ninety (90) days of the date of entry of this Consent Decree, and every twelve (12) months thereafter for the duration of this Consent Decree,<sup>6</sup> Defendant Biswas shall deliver to counsel for the United States a report containing information about Defendant Biswas' compliance efforts during the preceding reporting period, including but not limited to:<sup>7</sup>

- a. Notification and documentation of the adoption and implementation of the Nondiscrimination Policy referred to in Section III, above, including copies of all Employee Acknowledgment forms;
- b. Notification and documentation of the adoption and implementation of the nondiscriminatory standards and procedures discussed in Section VI;

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<sup>6</sup> Except that Defendant Biswas shall submit the final report required before the expiration of this Decree two (2) months prior to that expiration date.

<sup>7</sup> Defendant Biswas may notify the United States that any or all of the documents referenced in Paragraph 17(a)-(h) are unchanged from those previously provided, in lieu of providing duplicate copies of such documents.

- c. Photographs of each office in which rental activity is conducted, showing the fair housing signs and nondiscrimination standards and procedures, pursuant to Sections IV and VI of this Consent Decree;
- d. A list of all Subject Properties, including the street address, the number of rental units at each property, and a description of the interest in the property;
- e. Copies of standard rental applications and rental agreements used at the Subject Properties;
- f. Copies of all fair housing training certifications, pursuant to Section V of this Consent Decree;
- g. Copies of the notice to the fair housing organizations referenced in Paragraph 7(e) and proof of mailing;
- h. Copies of all documents referenced in Paragraph 14 generated in the current reporting period.

18. During the period in which this Consent Decree is in effect, Defendant Biswas shall preserve all records that are the source of, contain, or relate to any of the information pertinent to their obligations under this Decree, including, but not limited to, all guest cards, availability lists, waiting lists, rental applications, leases, rental payment ledgers, and occupancy lists. Upon reasonable notice to counsel for Defendant Biswas, representatives of the United States shall be permitted to inspect and copy all such records at any and all reasonable times or, upon request by the United States, Defendant Biswas shall provide copies of such documents.

### **IX. CIVIL PENALTY**

19. Within sixty (60) days after the entry of this Consent Decree, the Defendants shall pay a civil penalty to the United States, pursuant to 42 U.S.C. § 3614(d)(1)(C), in the following amounts: \$15,000.00 from Defendant Biswas, \$250.00 from Defendant Roberson, and \$250.00 from Defendant Scott.<sup>8</sup> These payments shall be delivered to counsel for the United States in the form of a cashier's check<sup>9</sup> payable to the "United States Treasury."

### **X. ACQUISITION OR TRANSFER OF INTEREST IN RENTAL PROPERTIES**

20. If at any time while this Decree remains in effect, Defendant Biswas decides to sell or otherwise transfer the entirety of his interest in any of the Subject Properties to an unrelated party in an arms-length transaction,<sup>2</sup> he shall take the following steps:

- a. At least thirty (30) days prior to completion of the sale or transfer, provide each prospective purchaser or other transferee a copy of this Consent Decree along with written notice that the property to be sold remains subject to Sections II-VIII and XI-XV of the Decree;
- b. At least thirty (30) days prior to completion of the sale or transfer, provide the United States written notice of the intent to sell or otherwise transfer Defendant Biswas' interest in the property to be sold, along with a copy of the notice sent to

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<sup>8</sup> For purposes of this Consent Decree, each individual defendant is responsible solely for the civil penalty amount listed by his name.

<sup>9</sup> Defendant Roberson may provide this payment via a check made payable to the "United States Treasury," drawn from his client account with his counsel.

<sup>2</sup> For purposes of this Decree, "arms-length transaction" is defined as a transaction that has been arrived at in the marketplace between independent, non-affiliated persons, unrelated by blood or marriage, with opposing economic interests regarding that transaction.

each prospective purchaser or transferee, containing the latter's name, address and telephone number;

- c. Within thirty (30) days following completion of the sale or other transfer, Defendant Biswas shall provide the United States a copy of the documents memorializing the transfer in interest of the sold property; and
- d. Defendant Biswas shall require the transferee, as a condition of the sale or other transfer, to agree in writing to perform all obligations and be liable for compliance with Sections II-VIII and XI-XV of this Consent Decree for the duration of the Decree, with respect to the sold property.

21. If Defendant Biswas complies with Paragraph 20(a)-(d), and transfers all of ownership, management, or other financial interest in a Subject Property to an arms-length purchaser or other transferee, Defendant Biswas shall thereafter be relieved of his obligations under this Consent Decree with respect to that sold Subject Property, except for his obligations set forth in Section IX of this Decree. Defendant Biswas shall otherwise remain liable for compliance with all sections of the Decree and with respect to all other Subject Properties.

22. If the proposed transfer of interest is not an arms-length transaction, Defendant Biswas must comply with the requirements of Paragraph 20(a)-(d). In addition, Defendant Biswas shall remain jointly and severally liable, along with the purchaser or other transferee, for any violations of Sections II-VIII and X-XI of this Decree for its duration.

23. If at any time while this Decree remains in effect, any Defendant inherits or decides to acquire an ownership, management, or other financial interest in any other residential rental property, either in whole or in part, he shall notify the United States in writing at least thirty (30)

days before completion of the transaction, providing the name and address of the property and the identity of the manager of the property, and that property shall be subject to the provisions of this Decree for its duration. In addition, within thirty (30) days following completion of the purchase, said Defendant shall provide the United States a statement specifying (a) the nature of the Defendant's interest in the property and a copy of the documents memorializing the acquisition of that interest; (b) the number of individual dwelling units at the property; (c) the names of any existing tenants; and (d) the race and/or color of each such tenant, based on the good faith observation of said Defendant or his employee or agent.

#### **XI. SCOPE AND DURATION OF CONSENT DECREE**

24. The provisions of this Consent Decree shall apply to all of the Defendants' agents, employees, successors and assigns, and all persons acting in active concert or participation with them.

25. This Consent Decree shall remain in effect for four (4) years after the date of its entry. By consenting to entry of this Consent Decree, the United States and the Defendants further agree that in the event any Defendant engages in any future violation(s) of the Fair Housing Act, such violation(s) shall constitute a "subsequent violation" pursuant to 42 U.S.C. § 3614(d)(1)(C)(ii).

26. The Court shall retain jurisdiction for the duration of this Consent Decree to enforce its terms, after which time the case shall be dismissed with prejudice. The United States may move the Court to extend the duration of the Consent Decree in the interests of justice.

## **XII. REMEDIES FOR NON-COMPLIANCE**

27. The parties shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Consent Decree prior to bringing such matters to the Court for resolution. However, in the event the United States contends that there has been a failure by any of the Defendants, whether willful or otherwise, to perform in a timely manner any act required by this Consent Decree or otherwise to act in conformance with any provision thereof, the United States may move this Court to impose any remedy authorized by law or equity, including, but not limited to, an order requiring performance of such act or deeming such act to have been performed, and an award of any damages, costs, and reasonable attorneys' fees which may have been occasioned by the violation or failure to perform.

## **XIII. TIME FOR PERFORMANCE**

28. Any time limits for performance imposed by this Decree may be extended by mutual written agreement of the parties. The other provisions of this Decree may be modified by written agreement of the parties or by motion to the Court. If the modification is by written agreement of the parties, then such modification will be effective upon filing of the written agreement with the Court, and shall remain in effect for the duration of the Decree or until such time as the Court indicates through written order that it has not approved the modification.



**XIV. COSTS OF LITIGATION**

29. Each party to this litigation will bear its own costs and attorneys' fees associated with this litigation.

IT IS SO ORDERED this 3<sup>rd</sup> day of FEBRUARY, 2011.

  
\_\_\_\_\_  
UNITED STATES DISTRICT JUDGE


By their signatures below, the parties consent to the entry of this Decree:

**For the United States:**

LEURA G. CANARY  
United States Attorney

THOMAS E. PEREZ  
Assistant Attorney General  
Civil Rights Division

JAMES J. DUBOIS  
Assistant United States Attorney  
131 Clayton Street  
Montgomery, AL 36104  
Tel: (334) 223-7280  
Fax: (334) 223-7560  
Ga. Bar No.: 231445  
james.dubois2@usdoj.gov

  
STEVEN H. ROSENBAUM  
Chief  
MICHAEL S. MAURER  
Deputy Chief  
DANIEL H. YI  
Trial Attorney  
Housing and Civil Enforcement Section  
Civil Rights Division  
United States Department of Justice  
950 Pennsylvania Avenue, N.W.  
Northwestern Building, 7th Floor  
Washington, DC 20530  
Tel: (202) 514-4701  
Fax: (202) 514-1116  
Va. Bar No: 73540  
daniel.yi@usdoj.gov

**For Defendant Chandi Biswas:**

A handwritten signature in black ink, appearing to read 'A. Bush', with a long horizontal line extending to the right.

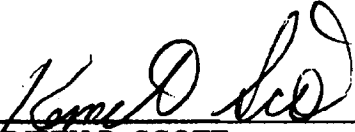
ANTHONY B. BUSH  
Lewis, Bush & Faulk, LLC  
400 South Union Street, Suite 230  
Montgomery, AL 36104

**For Defendant Frankie L. Roberson:**

A handwritten signature in black ink, appearing to read "Joseph C. Guillot", written over a horizontal line.

JOSEPH C. GUILLOT  
McPhillips Shinbaum LLP  
PO Box 64  
Montgomery , AL 36101-0064

**For Defendant Kenneth R. Scott:**

A handwritten signature in black ink, appearing to read "Kenneth R. Scott", written over a horizontal line.

KENNETH R. SCOTT  
Thorsby, Alabama

**Appendix A**

**RESIDENTIAL PROPERTIES CURRENTLY OWNED OR MANAGED BY  
DEFENDANT BISWAS**

Rolling Oaks Apartments  
Clanton, Alabama

Brookmoor Apartments  
Prattville, Alabama

Hyatt House Apartments  
Auburn, Alabama

Garden Court Apartments  
Arab, Alabama

Spanish Trace Apartments  
Hartselle, Alabama

Florendale Apartments  
Florence, Alabama

Austinvilla Apartments  
Decatur, Alabama

Regency West Apartments  
Decatur, Alabama

Carriage House Apartments  
Scottsboro, Alabama

102 Montview Court  
Prattville, Alabama

**Appendix B**

**NONDISCRIMINATION POLICY**

It is the policy of [insert name of apartment complex] to comply with Title VIII of the Civil Rights Act of 1968, as amended, commonly known as the Fair Housing Act, by ensuring that all apartments are available to all persons without regard to race, color, religion, national origin, disability, familial status, or sex. This policy means that, among other things, [insert name of apartment complex] and all agents and employees with the responsibility for renting, managing, or administering any dwelling units at [insert name of apartment complex] must not discriminate in any aspect of the rental of dwellings against qualified applicants or tenants because of race or color. Such agents and employees may not:

- A. Refuse to rent, refuse to negotiate for the rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, color, religion, national origin, disability, familial status, or sex;
- B. Discriminate against any person in the terms, conditions or privileges of rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, national origin, disability, familial status, or sex;
- C. Make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, national origin, disability, familial status, or sex; or
- D. Represent to persons because of race, color, religion, national origin, disability, familial status, or sex that any dwelling is not available for inspection or rental when such dwelling is in fact so available.

Any agent or employee who fails to comply with this Nondiscrimination Policy will be subject to appropriate disciplinary action. Any action taken by an agent or employee that results in unequal service to, treatment of, or behavior toward tenants or actual or potential applicants on the basis of race, color, religion, national origin, disability, familial status, or sex may constitute a violation of state and federal fair housing laws. Any tenant or applicant who believes that any of the above policies have been violated by any owner, agent, or employee may contact the U.S. Department of Housing and Urban Development at 1-800-440-8091 x 2493, or the U.S. Department of Justice at 1-800-896-7743 x 1 or 202-514-4701.

**Appendix C**

**EMPLOYEE ACKNOWLEDGMENT**

I acknowledge that on \_\_\_\_\_, 20\_\_, I was provided copies of the Consent Decree entered by the Court in United States v. Biswas, et al., Civil Action No. 09-cv-683 (M.D. Ala.), and the Nondiscrimination Policy of Chandi Biswas. I have read and understand these documents and have had my questions about these documents answered. I understand my responsibilities and shall comply with those responsibilities.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
Home Address Continued

\_\_\_\_\_  
Home Telephone Number

\_\_\_\_\_  
Date



**Appendix D**

**CERTIFICATION OF FAIR HOUSING TRAINING**

I acknowledge that on \_\_\_\_\_, 20\_\_, I attended/participated in training on the federal Fair Housing Act, including its requirements concerning race and color. I have had all of my questions concerning the Fair Housing Act answered to my satisfaction.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
Home Address Continued

\_\_\_\_\_  
Home Telephone Number

\_\_\_\_\_  
Date