

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 05-18-72008
HUD# 07-18-9171-8

PARTIES TO THE SETTLEMENT AGREEMENT

RESPONDENTS

EVELYN BARRY
Chapel Ridge Apartments
4506 Chapel Ridge Lane - Office
Council Bluffs, Iowa 51501

SELDIN COMPANY
16910 Frances Street Suite 200
Omaha, Nebraska 68130

CHAPELRIDGE OF COUNCIL BLUFFS LIMITED PARTNERSHIP
16910 Frances Street Suite 200
Omaha, Nebraska 68130

COMPLAINANT

ERIKA BAIG
4503 Chapel Ridge Lane Apartment 7
Council Bluffs, Iowa 51501

and

IOWA CIVIL RIGHTS COMMISSION
400 East 14th Street
Des Moines, Iowa 50319

Description of the Parties: Complainant alleges discrimination in the area of housing on the bases of race and retaliation. Complainant alleges Respondents failed to take action to stop race-based harassment and subsequently served her with a notice terminating her tenancy in retaliation for exercising her right in requesting Respondents stop on-going race-based harassment. Respondents deny having discriminated against Complainant, but agree to settle this claim in the underlying action by entering into this Predetermination Settlement Agreement. The subject property is a 160-unit apartment complex, known as Chapel Ridge Apartments, located at 4503 Chapel Ridge Lane, Council Bluffs, Iowa 51501.

Terms of Settlement: A complaint having been filed by Complainant against Respondents with the Commission under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Laws

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under the “Iowa Civil Rights Act of 1965” (ICRA); or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under the ICRA; or because of lawful opposition to any practice forbidden by the ICRA. Iowa Code § 216.11(2).
2. Respondents acknowledge the ICRA makes it unlawful to discriminate in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status. Iowa Code § 216.8(1)(b).

Respondents acknowledge that the Federal Fair Housing Act, as amended, makes it unlawful to discriminate in the terms, conditions or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of the person’s race, color, religion, sex, disability, familial status, national origin, or disability. 42 U.S.C. 3604(b), 3604(f)(2) (§ 804 of the Fair Housing Act).

3. Respondents acknowledge the ICRA makes it unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, on account of the person having exercised or enjoyed, or on account of the person having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by section 216.8, 216.8A, or 216.15A. Iowa Code § 216.11(A).

Respondents acknowledge the FHA makes it unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of his having exercised or enjoyed, or on account of his having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by section 3603, 3604, 3605, or 3606 of this title. 42 U.S.C. 3617.

Voluntary and Full Settlement

4. The parties acknowledge this Predetermination Settlement 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.
5. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

6. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.
7. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

Disclosure

8. Because, pursuant to Iowa Code § 216.15A(2)(d), the Commission has not determined that disclosure is not necessary to further the purposes of the ICRA relating to unfair or discriminatory practices in housing or real estate, this Agreement is a public record and subject to public disclosure in accordance with Iowa's Public Records Law, Iowa Code Chapter 22. See Iowa Code § 22.13.

Release

9. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing Poster

10. Within thirty (30) of the execution of this Settlement Agreement, Respondents agree to place the Fair Housing Poster (English and Spanish) at the Office of Assisted Housing, in a conspicuous location easily viewable to participants and prospective participants. The Fair Housing Posters can be obtained online at:

<https://icrc.iowa.gov/sites/default/files/publications/2015/2015FairHousingPosterGeneral.pdf>

<https://icrc.iowa.gov/sites/default/files/publications/2015/2015FHPosterGeneralSpanish.pdf>

Respondents agree to send documentation to the Commission verifying the fair housing posters have been posted within ten (10) days of displaying the posters.

Relief for Complainant

11. Upon receiving a 10-Day Written Notice, Respondents agree to release Complainant from the terms of her rental agreement. Respondents agree to consider Complainant's departure as a mutually agreed-upon termination of tenancy. Respondents agree not to seek any monies from Complainant for terminating her rental agreement before its January 31, 2019 expiration date.

Once Complainant has vacated Apartment 7, Respondents agree to do a check-out of Apartment 7 with Complainant present (and her representative, if desired by Complainant) to confirm that it has been turned over to Respondents in the same condition as when Complainant moved in, normal wear and tear excepted. Complainant must schedule a time 24 hours in advance of the check-out so that Respondent can dispatch the appropriate personnel to the site. Once the inspection is completed, Respondents agree to immediately return Complainant's \$250.00 rental deposit less any cleaning or damage charges.

Within seven (7) days of the check-out procedure occurring, Respondents agree to send the Commission documentation detailing any monies withheld from Complainant's rental deposit for damage or cleaning.

12. Respondents agree they will provide a positive response to all future landlord reference checks or inquiries regarding Complainant's tenancy (contingent on Complainant vacating the subject apartment without major cleaning or damage issues and continuing to timely pay rent) at Respondents' property. Respondents agree to provide positive responses to all landlord reference requests for Complainant, whether verbal or written. Respondents agree, upon request by any prospective landlord, they will provide the dates of Complainant's tenancy and that Complainant always paid her rent on time. Respondents agree they will not provide any negative information or communicate any issue or concern regarding Complainant's tenancy, including the filing of this complaint. Respondents agree to note or attach a listing of these promises or responsibilities in their tenant files.

Respondents have provided a Good Tenant Landlord Reference Letter which is attached hereto (Attachment A).

Within seven (7) days of receiving a Closing Letter from the Commission, Respondents agree to send a copy of the note placed in Complainant's tenant file describing Respondents' responsibility to provide verbal and written positive landlord references for Complainant.

Within seven (7) days of receiving a Closing Letter from the Commission, Respondents will send a letter to Complainant and a copy to the Commission verifying that Complainant's Tenant Ledger Report reflects a \$0.00 balance (contingent on Complainant vacating the subject apartment without major cleaning or damage issues). The Tenant Ledger Report will document that Complainant was in good standing when she moved out of apartment #7 and document the date she moved out.

13. Within seven days of receiving Complainant's signed Settlement Agreement, Respondents agree to pay Complainant \$283.00 without any deductions. Respondents agree the Settlement Check will be made out to Erika Baig and sent to her at her address listed on page one of this Settlement Agreement via certified mail.

Within seven days of receiving a Closing Letter from the Commission, Respondents agree to send a copy of the Settlement Check to the Commission.

14. Complainant agrees to follow all of Respondents' rules, regulations, and his lease agreement. Respondents agree all rules, regulations, and lease agreements will be enforced fairly and without discrimination, harassment or retaliation.

Reporting and Record-Keeping

15. Respondents shall forward to the Commission objective evidence verifying the fair housing posters have been posted within ten (10) days of displaying the posters, as evidence of compliance with Term 10 of this Agreement.
16. Within seven (7) days of the check-out of Apartment 7, Respondents agree to send the Commission documentation detailing any monies withheld from Complainant's rental deposit for damage or cleaning, as evidence of compliance with Term 11 of this Agreement.
17. Within seven (7) days of receiving a Closing Letter from the Commission, Respondents agree to send a copy of the note placed in Complainant's tenant file describing Respondents' responsibility to provide verbal and written positive landlord references for Complainant, as evidence of compliance with Term 12 of this Agreement.
18. Within seven (7) days of receiving a Closing Letter from the Commission, Respondents will send a letter to Complainant and a copy to the Commission verifying that Complainant's Tenant Ledger Report reflects a \$0.00 balance (contingent on Complainant vacating the subject apartment without major cleaning or damage issues). The Tenant Ledger Report will document that Complainant was in good standing when she moved out of apartment #7 and document the date she moved out, as evidence of compliance with Term 12 of this Agreement.
19. Within seven days of receiving a Closing Letter from the Commission, Respondents agree to send a copy of the Settlement Check to the Commission, as evidence of compliance with Term 13 of this Agreement.

All required documentation of compliance must be submitted via email or U.S. Mail to:

Sylvia Owens
Iowa Civil Rights Commission
Grimes State Office Building, 400 East 14th Street,
Des Moines, Iowa 50319
sylvia.owens@iowa.gov
Telephone: 515-281-6434

Signatures on the Following Page (Page 6)

Evelyn Barry, RESPONDENT

Date

Seldin Company, RESPONDENT

Date

Chapelridge of Council Bluffs Limited Partnership,
RESPONDENT

Date

Erika Baig, COMPLAINANT

Date

Kristin H. Johnson, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date