

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 09-18-72520
HUD# 07-18-0235-8

PARTIES TO THE SETTLEMENT AGREEMENT

RESPONDENTS

HARRIET BOS
205 South 3rd Avenue
Marshalltown, Iowa 50158

HARRIET BOS PROPERTY MANAGEMENT TRUST
205 South 3rd Avenue
Marshalltown, Iowa 50158

COMPLAINANT

ANGELA JACKSON
Commissioner
Iowa Civil Rights Commission
400 East 14th Street
Des Moines, Iowa 50319

and

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

Description of the Parties: Complainant is a member of the Iowa Civil Rights Commission (hereinafter referred to as the Commission). As a member, Complainant has the authority to file a complaint alleging a discriminatory practice in violation of the “Iowa Civil Rights Act of 1965,” Iowa Code Chapter 216. Complainant alleges discrimination in the area of housing on the basis of familial status. Complainant alleges on August 1, 2018, a tester phoned Respondent Harriet Bos to inquire about an apartment for rent and stated she had a five-year old daughter. Bos stated that she did not want to rent to someone with a small child due to safety concerns. Complainant alleges Respondents refused to rent to her because of her familial status.

In addition, the tester obtained a copy of Respondents’ lease, which reads, “These premises are not a suitable residence for children. Therefore, children may visit tenants, but are restricted as tenants of these premises.” Complainant alleges Respondents’ lease and Bos’ statements indicate a preference, limitation, or discrimination based on familial status, the presence of small children in the household.

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 FHA).

3. Respondent acknowledges that the Federal Fair Housing Laws Act, as amended, makes it unlawful to refuse to sell, rent, lease, assign, sublease, refuse to negotiate, or to otherwise make unavailable, or deny any real property or housing accommodation or part, portion, or interest therein, to any person based on race, color, religion, sex, disability, familial status, national origin,, or an intention to make any such preference, limitation, or discrimination. 42 U.S.C. 3604(a) (Section 804(a) of the Fair Housing Act).

Respondent also acknowledges that the Iowa Civil Rights Act makes it unlawful to refuse to sell, rent, lease, assign, sublease, refuse to negotiate, or to otherwise make unavailable, or deny any real property or housing accommodation or part, portion, or interest therein, to any person because of the race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status of such person. Iowa Code § 216.8(1)(a).

4. Respondents acknowledge that the FHA, as amended, makes it unlawful to make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, sex, disability, familial status, national origin,, or an intention to make any such preference, limitation, or discrimination. 42 U.S.C. 3604(c) (Section 804(c) of the Fair Housing Act).

Respondents also acknowledge that the ICRA makes it unlawful to make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or

discrimination based on race, color, religion, sex, disability, familial status, national origin, sexual orientation or gender identity, or an intention to make any such preference, limitation, or discrimination. Iowa Code § 216.8(1)(c).

Voluntary and Full Settlement

5. 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.
6. 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.
7. 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.
8. 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

9. 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

10. 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 Training

11. Respondent Harriett Bos and each of Respondents' current employees or agents who are involved in the management or operation of residential rental properties will receive training on the requirements of State and Federal Fair Housing Laws within 90 days of their receipt of a Closing Letter from the Commission. The training will include an overview of fair housing laws, but will emphasize the law prohibiting discriminatory advertising and refusal to rent due to familial status. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

Respondents also agree to send documentation to the Commission verifying the fair housing training has been completed within ten (10) days of completing the training.

Relief for Complainant

12. Respondents agree to follow the City of Marshalltown's Housing code, and occupancy standards (Sec. 15.5-40 Maximum Occupancy)(Ord. No. 14437, 8-23-1993) to determine the number of persons who can sleep in each habitable room, in each of Respondent's rental units, per the City's occupancy standards.

New Policy and Lease

13. For all residential rental properties owned and managed, now and in the future, Respondents agree, within thirty (30) days of the execution of this Settlement Agreement to adopt a new policy stating that families with children are welcome in their residential rental units. Respondents also agree, within thirty (30) days of the execution of this Settlement Agreement to inform all current residents/tenants in-person that families with children are welcome and provide them with a copy of their new policy. Respondents also agree to notify all current residents/tenants in-person and in writing that the following language in their current lease should be deleted:

"These premises are not a suitable residence for children. Therefore, children may visit tenants, but are restricted as tenants of these premises."

Respondents also agree to provide each tenant with a copy of the Iowa Civil Rights Commission's Fact Sheet Fair Housing for Families with Children (Attachment A)

Respondents agree within thirty (30) days of the execution of this Settlement Agreement to send documentation to the Commission detailing Respondents' new policy related to families with children.

Within thirty (30) days of the execution of this Settlement Agreement, Respondents shall submit a written report to the Commission stating: (1) Name, address, and telephone number of each resident/tenant; (2) the date the new policy, new lease term and fact sheet were delivered, in-person and in writing, to each resident/tenant with the name of the person who delivered it.

Future Advertising

14. Respondents agree they will only market the attributes of any of their residential rental properties and not reference a preferred type of tenant(s)/occupant(s). Respondents agree all future advertising in newspapers, posters, pamphlets, brochures, yard signs, other promotional literature, and on any Internet website will not state a preference for any particular type of tenant based on a personal characteristic. In addition, Respondents will not state an occupancy standard that is more restrictive than the local occupancy code or that described in the Keating Memo (“Fair Housing Enforcement—Occupancy Standards; Notice of Statement of Policy (the Keating Memo),” 42 U.S.C. 3535(d), 112 Stat. 2461), which details that an occupancy standard must be carefully examined “to determine whether it operates unreasonably to limit or exclude families with children.”

http://www.fairhousing.com/index.cfm?method=page.display&pagename=HUD_resources_keatingmmo

For 12 months following the execution of this Agreement, Respondents agree all future advertisements in newspapers, posters, pamphlets, brochures, yard signs, other promotional literature, and on any Internet website for all rental units other than efficiency apartments will include the following language: “Families with children are welcome.”

If Respondents advertise during the 12 months following the execution of this Settlement Agreement, Respondents agree to send a copy of the first advertisement or photo, with the above stated language to the Commission, within ten (10) days of distributing the advertisement.

Respondents acknowledge property owners, managers, and agents cannot discourage families with children from seeking or making application for available rental units by making any statement, verbal or written, that indicates families with children are not welcome or not solicited as tenants.

Respondents also acknowledge families with children may not be segregated in certain buildings or properties, or in certain areas or floors of a particular complex. Families may not be restricted because of safety concerns. The safety of the children is the parents’ responsibility, and the parents determine whether the unit is suitable for their family.

15. For 12 months following the execution of this Agreement, Respondents also agrees to retain copies of all advertising in newspapers and Internet websites, posters, pamphlets, brochures, all other promotional literature and will take photos of any signage (with the corresponding dates they were distributed or displayed) if requested by the Commission, Respondent agrees to provide copies of all advertising in newspapers and Internet websites, pamphlets, brochures, other promotional literature, and photos of signage for any particular period of time within the twelve-month period stated above, within thirty (30) days of such request.

Review of Tenant Files and Denied Applications

16. Respondents agree to review all current tenant files and denied rental applications to determine whether Respondents or their employees/agents appropriately handled past inquiries regarding tenancy for families with children at their rental property. If errors were

made in the handling of past inquiries or requests, Respondents shall promptly correct those errors by notifying the affected residents/tenants that families with children are welcome.

Within ninety (90) days of the execution of this Settlement Agreement, Respondents shall submit a written report to the Commission stating: (1) the number of tenant files/denied applications reviewed, (2) the name and job title of the person or persons who reviewed those files, (3) the date or dates those files/applications were reviewed, (4) the number of errors found, and (5) the number of errors corrected. For each error, Respondents shall include in its written report to the Commission the following information:

- Name, address, and telephone number of affected resident or applicant;
- Date of request that children be allowed as residents/tenants;
- Date affected resident/applicant notified of error; and
- Nature of action taken to correct error.

Fair Housing Brochure

17. Respondents agree to promote Fair Housing, by printing the Commission's fair housing brochure, "Fair Housing and You," and distributing the brochure to each of their rental units on or before November 30, 2018. Respondents agree to access the brochure on the Commission's website at:
https://icrc.iowa.gov/sites/default/files/publications/2013/FairHousing_English_2013.pdf

Respondents also agree to send a statement to the Commission, on or before November 30, 2018, verifying that the brochure was, in fact, distributed to each of their tenants with the number of rental units it was distributed to.

Reporting and Record-Keeping

18. Respondents shall forward to the Commission objective evidence of the successful completion of fair housing training in the form of a certificate or a letter from the entity conducting the training within ten (10) days of the completion of the training, as evidence of compliance with Term 11 of this Agreement.
19. Within thirty (30) days of the execution of this Settlement Agreement, Respondents shall submit a written report to the Commission detailing Respondents' new policy related to families with children, with the documentation confirming the date(s) the new policy, new lease term and fact sheet were delivered to each tenant/resident, as evidence of compliance with Term 13 of this Agreement.
20. If Respondents advertise during the 12 months following the execution of this Settlement Agreement, Respondents agree to send a copy of their first advertisement, with the language "Families with children are welcome," to the Commission, within ten (10) days of distributing or displaying the advertisement, as evidence of compliance with Term 14 of this Agreement.

21. Within ninety (90) days of the execution of this Settlement Agreement, Respondents shall submit a written report to the Commission, as objective evidence that all current tenant files and denied applications have been reviewed to determine whether Respondents, their employees or agents appropriately handled past requests that children be allowed to live at their residential rental properties, as evidence of compliance with Term 16 of this Agreement.
22. On or before November 30, 2018, Respondents shall send a written statement to the Commission verifying the “Fair Housing and You” brochure has been distributed to all of their tenants, as evidence of compliance with Term 17 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

Harriet Bos, RESPONDENT	Date
Harriet Bos Property Management Trust, RESPONDENT	Date
Angela Jackson, COMPLAINANT	Date
Kristin H. Johnson, DIRECTOR IOWA CIVIL RIGHTS COMMISSION	Date