

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 12-18-72977
HUD# 07-18-0936-8

PARTIES TO THE SETTLEMENT AGREEMENT

RESPONDENTS

STANTON HOUSING COMMUNITY – STANTON LOW RENT RETIREMENT
P.O Box 159
Stanton, Iowa 51573

TERRI ALLEN
Halland Village Low Rent Housing
602 Elliott Street - Office
Stanton, Iowa 51573

COMPLAINANT

DAVID CASHATT
707 South 4th Street
Red Oak, Iowa 51566

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 basis of disability. Complainant alleges he is a person with disabilities who has mobility limitations. Complainant alleges Respondents failed to make timely repairs to his rental unit and common areas which he needed due to his disability and this resulted in different terms, conditions or privileges of rental based on disability. 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 20-unit rental complex, known as Halland Village Low Rent Housing, located 602 Elliott Street, Stanton, Iowa 51573.

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 FHA and ICRA make it unlawful to discriminate against another person 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 a disability. 42 U.S.C. 3604(f)(2)(a) (§ 804(f)(2)(a) of the Fair Housing Act); Iowa Code § 216.8A(3)(b)(1).

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 Training

10. Respondents agree Terri Allen and each of Respondents' current employees or agents who are involved in the management or operation of the subject residential rental property 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 laws prohibiting discriminatory terms and conditions of rental based on disability. 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

11. Respondents agree to release Complainant from the terms of his rental agreement effective December 1, 2018. 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 the rental agreement before its expiration date. Respondents also agree not to seek any monies from Complainant for any alleged unpaid rent, cleaning, utilities, fees or property damage sustained as a result of Complainant's tenancy at Respondents' rental property.

Complainant agrees not to pursue recovery of his rental deposit in small claims court or in any other process or proceeding.

Respondents agree and acknowledge that upon executing this Agreement, Complainant's current account statement will reflect a \$0.00 balance.

Within seven days (7) days of receiving a Closing Letter from the Commission, Respondents will send a letter to Complainant, at Complainant's address listed on page one of this Agreement, verifying that Complainant's Tenant Ledger Report reflects a \$0.00 balance. Respondents will also send a copy of the letter to the Commission.

Reporting and Record-Keeping

- 12. 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 10 of this Agreement.
- 13. Within seven days (7) days of receiving a Closing Letter from the Commission, Respondents will send a letter addressed to Complainant to the Commission verifying that Complainant's Tenant Ledger Report reflects a \$0.00 balance, as evidence of compliance with Term 11 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

Stanton Housing Community – Stanton Low Rent Retirement,
RESPONDENT Date

Terri Allen, RESPONDENT Date

David Cashatt, COMPLAINANT Date

Linda Grathwohl, INTERIM EXECUTIVE DIRECTOR
IOWA CIVIL RIGHTS COMMISSION Date