

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 02-18-73152
HUD# 07-19-1176-8

PARTIES TO THE SETTLEMENT AGREEMENT

RESPONDENTS

JOHN BRANDT
1900 North Dubuque Street
Iowa City, Iowa 52245

AAB PROPERTIES, LLC
1900 North Dubuque Street
Iowa City, Iowa 52245

COMPLAINANT

ARIANNA ARON
1227 North 2nd Avenue
Iowa City, Iowa 52240

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 race (African American). Complainant alleges Respondents decision to not renew her lease has subjected her to different terms and conditions of rental based on race. 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 duplex, located at 1227 2nd Avenue, Iowa City, Iowa 52240.

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).

Voluntary and Full Settlement

3. 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.
4. 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.
5. 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.
6. 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

7. 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

8. 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

9. Within thirty (30) days of the execution of this Settlement Agreement, Respondents agree to place the Fair Housing Poster (English and Spanish) at the subject property, in a conspicuous location easily viewable to tenants and prospective tenants. 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.

Neutral Landlord Reference

10. Respondents agree they will provide a neutral landlord reference letter to Complainant for her use in response to all future landlord reference checks or inquiries regarding Complainant's tenancy at Respondents' property (contingent on Complainant continuing to pay her rent on time and vacating the subject apartment without major cleaning or damage issues). Respondents agree to provide the same letter and information in response to any landlord reference inquiry. Respondents agree the letter will advise prospective landlords of the dates of Complainant's tenancy and that she paid her rent on time. The neutral landlord reference is contingent upon Complainant's compliance with the terms of her lease agreement and all of Respondents' rules and regulations.

Within seven (7) days of receiving a Closing Letter from the Commission, Respondents agree to note in Complainant's tenant file information describing this promise and responsibility concerning a neutral reference.

Within seven (7) days of the Respondents' receipt of a Closing Letter from the Commission, Respondents agree to send Complainant a neutral landlord reference letter as referenced above.

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

Relief for Complainant

11. Prior to entering into this Predetermination Settlement Agreement, Respondents agree to conduct an inspection of the subject property, at a date and time mutually agreed upon by all parties, to determine any current damages or cleaning deductions to be withheld from Complainant's rental deposit once she vacates the subject property. Respondents will subsequently provide Complainant with an Estimated and Itemized Withholding Statement stating any charges accumulated as of the date of the inspection and will send a copy to the Commission.

Respondents agree to allow Complainant to break her lease without an early termination penalty for breaking her lease before it expires on July 26, 2019. Complainant has given Respondents written notice that she will vacate the subject property on or before May 31, 2019. Respondents agree to consider Complainant's departure as a mutually agreed-upon termination of tenancy effective May 31, 2019. Respondents agree not to seek any monies from Complainant for terminating her rental agreement before its July 26, 2019 expiration date.

Once Complainant has vacated the subject property, Respondents agree to do a final check-out of the rental 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 the April 2019 inspection, 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 rental deposit less any charges outlined in Iowa Code § 562A.12.

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

Within seven days (7) days of Complainant vacating the subject property and upon Respondents deducting any monies from Complainant's rental deposit and returning any rental deposit balance to Complainant, Respondents will send a Tenant Ledger Report to the Commission. The Tenant Ledger Report will in the form of a letter addressed to Complainant, and sent to the Commission at the address listed on page five of this Agreement, verifying that Complainant's Tenant Ledger Report reflects a \$0.00 balance. (contingent on Complainant vacating the subject apartment without deductions exceeding the value of her rental deposit.) The Commission will forward the Tenant Ledger Report to Complainant.

Reporting and Record-Keeping

12. Respondents agree to send documentation to the Commission verifying the Fair Housing Posters have been displayed, within ten (10) days of their placement at the subject property, as evidence of compliance with Term 9 of this Agreement.
13. Within seven (7) days of receiving a Closing Letter from the Commission, Respondents agree to send to the Commission a copy of the landlord reference letter issued to Complainant and a copy of the note placed in Complainant's tenant file describing Respondents' responsibility to provide a written neutral landlord reference for Complainant, as evidence of compliance with Term 10 of this Agreement.
14. Within seven (7) days of Complainant's final check-out procedure occurring, Respondents agree to send the Commission documentation detailing any monies withheld from Complainant's rental deposit and a copy of Complainant's final Tenant Ledger Report, 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

 John Brandt, RESPONDENT _____
Date

 AAB Properties, LLC, RESPONDENT _____
Date

 Arianna Aron, COMPLAINANT _____
Date

 Linda Grathwohl, INTERIM EXECUTIVE DIRECTOR _____
 IOWA CIVIL RIGHTS COMMISSION Date