

**PREDETERMINATION SETTLEMENT AGREEMENT**

CP# 08-21-77051  
HUD# 07-21-7904-8

**PARTIES TO THE SETTLEMENT AGREEMENT**

**RESPONDENTS**

TJ PARTNERS, LC  
1714 5<sup>th</sup> STREET APT 1  
CORALVILLE, IA 52241

JAN VRBAN  
2767 HALF MOON AVE NW  
TIFFIN, IA 52340

**COMPLAINANT**

YASER YOUSSEF  
2601 LAKESIDE DR APT 3  
IOWA CITY, IA 52240

and

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

**Description of the Parties:** Complainant identifies as African American with a national origin of Sudan. He is a practicing member of the Muslim faith. Complainant alleges he was subjected to discriminatory terms and conditions of rental by Respondents when they failed to address his noise complaints and fix his shower drain. Further, he alleges Respondents discriminatorily failed to renew his lease and provided bad landlord references because of his race, national origin, and religious affiliation. The subject property is a multi-unit apartment building located at 1712 5<sup>th</sup> Street, Coralville, Iowa 52241. TJ Partners, LC is the owner of the subject property. Jan Vrban is an owner of TJ Partners, LC.

**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. Respondent TJ Partners, LC and its employees agree there shall be no discrimination, harassment, or retaliation of any kind against Complainants 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. Respondent TJ Partners, LC and its employees 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).
3. Respondent TJ Partners, LC and its employees 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).
4. Respondent TJ Partners, LC and its employees acknowledge the FHA and ICRA make it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford the person equal opportunity to use and enjoy a dwelling and to the extent that the accommodation does not cause undue financial or administrative burden or fundamentally alter the nature of the provider's operations. 42 U.S.C. 3604(f)(3)(b) (§ 804(f)(3)(b) of the Fair Housing Act); Iowa Code § 216.8A(3)(c)(2).
5. Respondent TJ Partners, LC and its employees 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)(3)(a) (§ 804(f)(2)(a) of the Fair Housing Act); Iowa Code § 216.8A(3)(b)(1).

#### **Voluntary and Full Settlement**

6. 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.
7. 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. The execution of this Agreement is also not an admission by Complainant that any claims asserted in his complaint are not fully meritorious.
8. 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.

9. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondent agrees 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**

10. 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**

11. 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**

12. Respondent TJ Partners, LC will require training on the requirements of State and Federal Fair Housing Laws for their property managers, including Jan Vrban, within 30 days of their receipt of a Closing Letter from the Commission. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

#### **Relief for Complainant**

13. Respondent TJ Partners, LC agrees to waive any balance resulting from repairs made subsequent to Complainant moving out of the rental property in the amount of \$1,214.79.
14. Respondent TJ Partners, LC agrees to pay to Complainant the sum of his rental deposit, in the amount of \$725.

#### **Reporting and Record-Keeping**

15. Respondent TJ Partners, LC 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 or signed sworn statement from Respondent stating the time and location of their training and the entity that conducted the training, as evidence of