

**POSTDETERMINATION SETTLEMENT AGREEMENT**

CP# 01-22-77750  
HUD# 07-22-8798-8  
DIA# 22ICRC0002

**PARTIES TO THE SETTLEMENT AGREEMENT**

**RESPONDENTS**

Woodcrest Partners, LLC  
1400 Blairs Ferry Road OFC  
Hiawatha, IA 52233

Thomas Belin  
1400 Blairs Ferry Road OFC  
Hiawatha, IA 52233

**COMPLAINANT[S]**

Matthew Belina  
3998 Westdale Pkwy SW #203  
Cedar Rapids, IA 52404

and

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

**Description of the Parties:** Complainant is a person with a disability who has an assistance animal. Complainant alleges Respondents Woodcrest Partners, LLC and Thomas Belin refused to provide him with a reasonable accommodation for his disability. The subject property is a multi-family residential structure located at 1440 Blairs Ferry Road in Hiawatha, Iowa.

**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 probable cause determination, the parties do hereby agree to 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).
3. 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**

4. The parties acknowledge this Postdetermination 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 by any party. The parties agree that this Agreement is executed as a compromised settlement, liability for which is expressly denied by Respondents, and that performance under this Agreement does not constitute an admission of liability or wrongdoing on the part of any person or entity. The parties further agree that the execution of this Agreement does not constitute an admission by Complainant that any claims asserted in his 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. 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, acquits, forever discharges, and covenants not to sue Respondents, their heirs, executors, assigns, agents, employees, and attorneys with respect to

any and all liability, claims, causes of action, damages, injuries, attorneys fees, costs, expenses, or demands of whatever nature, in law or equity, whether presently known or unknown, arising out of or relating to charges which were or could have been 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.

10. The Iowa Civil Rights Commission agrees to dismissed case number 22ICRC0002, filed with the Iowa Department of Inspections and Appeals, within five days of the execution of this agreement.

### **Fair Housing Training**

11. The Commission shall require training on the requirements of State and Federal Fair Housing Laws for Respondent Thomas Belin, and any other individual responsible for management of the subject property within ninety (90) 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, and cover the basic tenants of fair housing law, including protected bases and prohibited practices. Training which will satisfy the terms of this Agreement is offered by the Commission on a quarterly basis, at no cost to the participants.

### **Relief for Complainant**

12. Respondents shall pay directly to Complainant the sum of \$7,500, less no deductions. Performance under this term of the Agreement shall be rendered within seven (7) days of receipt of a Closing Letter from the Commission. Respondents shall provide the Commission with objective evidence of performance under this term within seven (7) days of that performance.

### **Policy Review**

13. Respondents shall submit their policy and procedure governing the requirement for a four claw declaw procedure for assistance cats to the Commission within seven (7) days of receipt of a Closing Letter from the Commission, and agree to incorporate any revisions the Commission determines are necessary to comply with Iowa Code Chapter 216. Respondents specifically agree to strike the requirement for assistance cats to have the claws of all four paws removed as a condition for their presence in a rental unit.

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

14. 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, or sworn statement signed by the trainee stating the time and location of their training

and the entity that conducted the training, as evidence of compliance with Term 11 of this Agreement. Such documentation shall be submitted within ten (10) days of the completion of the training or receipt of a Closing Letter from the Commission, whichever occurs later. Respondents will not need to provide such documentation if they elect to participate in training provided by the Commission described in Term 11.

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

Mathew Gore  
Iowa Civil Rights Commission  
Grimes State Office Building  
400 East 14th Street  
Des Moines, Iowa 50319  
mathew.gore@iowa.gov  
Telephone: 515-725-4101

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Thomas Belin  
FOR RESPONDENTS WOODCREST PARTNERS, LLC and  
THOMAS BELIN

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Date

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Matthew Belina  
COMPLAINANT

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Date

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Charles Hill, INTERIM EXECUTIVE DIRECTOR  
IOWA CIVIL RIGHTS COMMISSION

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Date