

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 01-18-71515
HUD# 07-18-8325-8

PARTIES TO THE SETTLEMENT AGREEMENT

RESPONDENTS

CARRIE WOERDEMAN
T & L Properties, LLC
PO Box 456
Granger, Iowa 50109

SUMMIT VILLAGE APARTMENTS, LIMITED PARTNERSHIP
PO Box 456
Granger, Iowa 50109

T & L PROPERTIES, LLC
PO Box 456
Granger, Iowa 50109

COMPLAINANT

TYKAYLA COWENS
Dyersville, Iowa 52040

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 failed to fairly investigate her complaints when she reported that her neighbor was making false noise disturbance complaints against her on the basis of her race in order to get her evicted, and this resulted in different terms, conditions of tenancy and attempts to terminate her tenancy based on race. Respondents own or manage the subject property, a 25-unit apartment complex, known as Summit Village Apartments, located at 1108 8th Avenue SE, Dyersville, Iowa 52040.

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).

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) 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.

Relief for Complainant

10. On December 19, 2017, Complainant entered into a Mutual Agreement to terminate her Lease Agreement with Respondents and agreed to vacate the subject property on or before noon on February 28, 2018. Respondents agree to release Complainant from the terms of their Mutual Agreement to terminate her Lease Agreement that was to be effective on February 28, 2018, and will instead allow her to continue to live at the subject property until noon on March 25, 2018 rent-free. Complainant agrees to vacate the subject property on or before noon on March 25, 2018. If Complainant has not vacated the subject apartment on or before noon on March 25, 2018 Respondents may pursue a Writ of Eviction.

Respondents agree to consider Complainant's departure as a mutually agreed-upon termination of tenancy. Respondents agree all tenant rules, regulations and lease agreements will be enforced fairly and without discrimination, harassment or retaliation. Complainant agrees to follow the terms of her lease agreement and all Respondents' rules and regulations.

Once Complainant has vacated the subject property, Respondents agree to do a check-out of the rental unit, with Complainant and her representative present, to confirm that it has been turned over to Respondents in at least as good of condition as when her occupancy began and without damage; normal wear and tear excluded.

Respondents agree to follow the provisions of Iowa Code § 562A Uniform Residential Landlord and Tenant Law.

On or before April 1, 2018, Respondents agree to submit a written report to the Commission, detailing any charges assessed to Complainant for cleaning or damage.

Reporting and Record-Keeping

- 11. Respondents shall forward to the Commission objective evidence verifying the fair housing posters have been posted within ten (10) days of displaying the posters, as evidence of compliance with Term 9 of this Agreement.
- 12. On or before April, 2018, Respondents agree to submit a written report to the Commission, detailing any charges assessed to Complainant for cleaning or damage, as evidence of compliance with Term 10 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

Carrie Woerdeman, RESPONDENT Date _____

Summit Village Apartments, Limited Partnership, RESPONDENT Date _____

T & L Properties, LLC, RESPONDENT Date _____

Tykayla Cowens, COMPLAINANT Date _____

Kristin H. Johnson, DIRECTOR Date _____
IOWA CIVIL RIGHTS COMMISSION