

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 09-14-66251

HUD# 07-14-0662-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

MELINDA LANE [PROPERTY MANAGER]

Parks Winds Apartments

3608 E. Douglas Avenue Office

Des Moines, Iowa 50317-4355

DOMINIUM MANAGEMENT SERVICES, LLC [PROPERTY MGT. CO.]

2905 Northwest Blvd. Suite 150

Minneapolis, Minnesota 55441-2644

DES MOINES LEASED HOUSING ASSOCIATES X, LP [OWNER]

2905 Northwest Blvd. Suite 150

Minneapolis, Minnesota 55441-2644

COMPLAINANT

RHONDA BRYANT

3606 E. Douglas Avenue, Apartment 207

Des Moines, Iowa 50317-4331

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties:

Complainant alleged Respondents' decision denying her request to move to a ground-floor unit as a reasonable accommodation is a violation of federal and state fair housing laws, which has resulted in different terms and conditions 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. Respondents own or manage the subject property, a 96-unit apartment complex, located at 3608 E. Douglas Avenue Des Moines, Iowa 50317-4355

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A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as 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 Law

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 the Federal Fair Housing Act (FHA) and the ICRA make it unlawful to discriminate in the sale or rental or otherwise make unavailable or deny a dwelling to a buyer or renter because of a disability. 42 U.S.C. 3604(f)(1)(a) (§ 804(f)(1) of the Fair Housing Act); Iowa Code § 216.8A(3)(a)(1).
4. Respondents acknowledge the Fair Housing Act (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. 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

6. The parties acknowledge this 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. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her 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.

#### Disclosure

9. 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

10. 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 Posters

11. Within 30 days of the execution of this Settlement Agreement, Respondent agrees to place the federal Fair Housing Poster (English and Spanish) in each property management office and rental property located in Iowa, in a conspicuous location, easily viewable to tenants and prospective tenants. The Fair Housing Posters can be obtained online at:

[http://portal.hud.gov/hudportal/documents/huddoc?id=Fair\\_Housing\\_Poster\\_Eng.pdf](http://portal.hud.gov/hudportal/documents/huddoc?id=Fair_Housing_Poster_Eng.pdf)

[http://portal.hud.gov/hudportal/documents/huddoc?id=Fair\\_Housing\\_Poster\\_Sp.pdf](http://portal.hud.gov/hudportal/documents/huddoc?id=Fair_Housing_Poster_Sp.pdf)

Respondents also agree to send documentation to the Commission, to the attention of Don Grove, Supervisor of Housing Investigations, verifying the fair housing posters have been posted. Respondents agree to send such documentation within ten days of displaying the posters.

#### Relief for Complainant

12. Respondents agree to pay Complainant the sum of One Thousand Five Hundred Dollars (\$1,500.00), less no deductions. Respondents agree to send the check payable to Complainant in the sum of One Thousand Five Hundred Dollars (\$1,500.00) to Complainant at the address on page 1 of this Agreement, or a forwarding address to be provided by Complainant if the mailing occurs after her vacant date, within ten (10) days of receiving a Closing Letter from the Commission. Respondents also agree to send a copy of the check to the Commission, to the attention of Don Grove, Supervisor of Housing Investigations, within fourteen (14) days of receiving a Closing Letter from the Commission.

Respondents also agree to return Complainant's security deposit, by mail to the forwarding address she provides, subject to her turning in keys, leaving the apartment in reasonably good order, removing all personal property and not holding over after the vacate date that Complainant has given to Respondents. Respondents agree to process and refund the deposit in the ordinary course and will have the normal time to inspect the apartment and do the security deposit disposition and check. Respondents agree not to charge Complainant for small items or minor repairs, but expect her to leave the apartment in reasonably good condition, clean, to vacate on time and with her personal property and other debris removed.

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Melinda Lane, RESPONDENT

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Date

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Dominium Management Services, LLC, RESPONDENT

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Date

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Des Moines Leased Housing Associates X, LP, RESPONDENT

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Date

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Rhonda Bryant, COMPLAINANT

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Date

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Don Grove, ACTING EXECUTIVE DIRECTOR

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Date

IOWA CIVIL RIGHTS COMMISSION

Monetary Value: \$2,300 (\$1,500 cash plus \$800 deposit returned)