

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 01-16-68460
HUD# 07-16-4053-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

RESIDENTIAL HOUSING CO-OP, INC.

2505 Silver Oak Trail
Marion, Iowa 52302

HEARTLAND X, LLC

C/O Darin R. Garmin, Registered Agent
730 10th Street
Marion, Iowa 52302

OPTIMUM RESIDENTIAL MANAGEMENT, LLC DBA SMART MANAGEMENT

C/O N. Kurt Mumm
1701 48th Street Suite 111
West Des Moines, Iowa 50266

DEB WAGNER

Glenbrook Apartments
4821 1ST Avenue SW Apartment A
Cedar Rapids, Iowa 52405

COMPLAINANTS

FELICIAN NKHULIKIYE

4821 1ST Avenue SW Apartment 1b
Cedar Rapids, Iowa 52405

DOROTHEA SINDAIGAYA

4821 1ST Avenue SW Apartment 1b
Cedar Rapids, Iowa 52405

and

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street
Des Moines, Iowa 50319

Description of the Parties:

Complainants allege Respondents discriminated against them in the area of housing based on their national origin. Complainants are natives of Burundi. Complainants stated, on/around June 2010, they moved into the subject property (Glenbrook Apartments, 4821 1st Avenue Southwest Apt. 1B, Cedar Rapids, Iowa). They allege on/around October 27, 2015, Respondent Property Manager Deb Wagner served them with a notice of termination of tenancy, stating they had to vacate the property by November 30, 2015 because their children were involved in an incident that occurred around the property. Complainants deny their children were involved in the incident. Complainants allege Respondents have evicted or attempted to evict several other Burundians from the property in the past, in an attempt to rid the property of Burundians. Complainants believe Respondents terminated their tenancy because of their national origin.

Complainants also allege Respondents did not provide access to Limited English Proficiency LEP Services or offered such language services at lease signing or when issuing lease violations. Complainants further allege Respondents refused to collaborate with outside stakeholders who offered to provide their interpretation services. Complainants allege such failures resulted in different terms and conditions of rental based on national origin.

Respondents own or manage the subject property, a 100-unit apartment complex, located at 4821 1st Avenue Southwest, Cedar Rapids, Iowa 52405.

Terms of Settlement

A complaint having been filed by Complainants 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 Laws

1. Respondents 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. Respondents acknowledge the ICRA makes it unlawful to discriminate against any person because of the person's race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in the terms, conditions, or privileges of the sale, rental, lease assignment, or sublease of any real property or housing accommodation or any part, portion, or interest in the

real property or housing accommodation or in the provision of services or facilities in connection with the real property or housing accommodation. Iowa Code § 216.8(1)(b).

Respondents acknowledge the federal Fair Housing Act (FHA) makes it unlawful to discriminate against any person 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 race, color, religion, sex, familial status, or national origin. 42 U.S.C. 3604(b) (§ 804(b) of the FHA).

Voluntary and Full Settlement

3. 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.
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 Complainants that any claims asserted in their 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. Complainants hereby waive, release, and covenant 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. Complainants agree 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 (in English and Swahili) in Glenbrook Apartments' management office, in a conspicuous location, easily viewable to tenants and prospective tenants. The Commission emailed Respondents the Fair Housing Poster in Swahili. The Fair Housing Posters in English can be obtained online at:

<https://icrc.iowa.gov/sites/default/files/publications/2015/2015FairHousingPosterGeneral.pdf>

Respondents also agree to send documentation to the Commission, verifying the Fair Housing Posters (in English and Swahili) have been posted, within thirty (30) days of the execution of this Settlement Agreement.

Relief for Complainants

10. Upon receiving a Closing Letter from the Commission, Respondents agree to remove all documents related to allegations of lease violations and non-compliance that were made prior to the signing of this Agreement from Complainants' tenant file that is kept and maintained in the Glenbrook Apartments' property management office. Respondents also agree to remove all documents from Complainants' Glenbrook Apartments' tenant file related to Respondents' eviction proceedings against Complainants, including the Original Notice and Petition for Forcible Entry and Detainer, Case Number SCSC2118933. However, the said documents will remain in Complainants' tenant file maintained in the Smart Management Des Moines' office for review by the Iowa Finance Authority when applicable regarding Complainants' rent subsidy.

Respondents agree they will not charge or seek any legal fees, court fees, or attorney's fees from Complainants related to the filing of this complaint. Respondents also agree they will not issue any fines or any other fees

against Complainants related to allegations of lease violations or non-compliance that were made prior to the signing of this Agreement.

Within seven (7) days of receiving a Closing Letter from the Commission, Respondents agree to send a letter to Complainants and the Commission, stating Respondents have removed from Complainants' Glenbrook Apartments' tenant file all documents related to allegations of non-compliance and eviction for alleged incidents that occurred prior to the signing of this Agreement.

11. Complainants allege, from December 1, 2015 through April 30, 2016, Respondents refused to accept their \$269 monthly rent payments. Respondents agree to waive any claim for \$1,345.00 in unpaid rent, and any claim for fees or late charges during this time period. Respondents agree they will not pursue recovery in small claims court or in any other process or proceeding for any monies that Complainants may owe Respondents for any alleged late rent, fees, or late charges that may have accrued prior to the signing of this Agreement. Respondents agree and acknowledge that upon executing this Agreement, Complainants' current account statement will reflect a \$0.00 balance.

Within seven days (7) days of receiving a Closing Letter from the Commission, Respondents will send a letter addressed to Complainants to the Commission verifying Complainants' Tenant Ledger Report reflects a \$0.00 balance.

12. Respondents agree all tenant rules, regulations, and lease agreements will be enforced fairly and without harassment, discrimination or retaliation. Complainants agree to follow all of Respondents' rules, regulations, and their lease agreement.

Reporting and Record-Keeping

13. Respondents shall forward to the Commission objective evidence, verifying the Fair Housing Posters (in English and Swahili) have been posted, within thirty (30) days of the execution of this Settlement Agreement, as evidence of compliance with Term 9 of this Agreement.
14. Within seven (7) days of receiving a Closing Letter from the Commission, Respondents agree to send a letter to both Complainants and the Commission, stating Respondents have removed from Complaints' Glenbrook Apartments' tenant file all documents related to allegations of lease violations, non-compliance and eviction, as evidence of compliance with Term 10 of this Agreement.
15. Within seven days (7) days of receiving a Closing Letter from the Commission, Respondents will send a letter addressed to Complainants to the Commission verifying Complainants' Tenant Ledger Report reflects a \$0.00 balance, as evidence of compliance with Term 11 of this Agreement.

All required documentation of compliance must be submitted to:

Don Grove,
Iowa Civil Rights Commission
Grimes State Office Building
400 East 14th Street,
Des Moines, Iowa 50319

Residential Housing Co-op, Inc. RESPONDENT

Date

Heartland X, LLC, RESPONDENT

Date

Optimum Residential Management, LLC,
DBA Smart Management, RESPONDENT

Date

Deb Wagner, RESPONDENT

Date

Felician Nkhulikiye, COMPLAINANT

Date

Dorothea Sindaigaya, COMPLAINANT

Date

Kristin H. Johnson, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date