

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 01-16-68461
HUD# 07-16-4052-8

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

COMPLAINANT

ZUBEDA BONIFACE

4893 1ST Avenue SW Apartment 1D
Cedar Rapids, Iowa 52405

and

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street
Des Moines, Iowa 50319

Description of the Parties:

Complainant alleges Respondents discriminated against her in the area of housing based on her national origin. She is a native of Burundi. She stated on/around January 5, 2015, she moved into the subject property (Glenbrook Apartments, 4893 1st Avenue Southwest Apt. 1D, Cedar Rapids, Iowa). She alleges on/around October 27, 2015, Respondent Deb Wagner, Property Manager, served her with a notice of termination of tenancy, stating she had to vacate the property by November 30, 2015, because her child was involved in an incident that occurred around the property. She denies that her son was involved in the incident, and contends that her son was not in town when the incident occurred and that the police officer who wrote the report informed the Respondent that her son was not involved in the incident. Complainant believes Respondents attempted to terminate her tenancy because of her national origin. She believes that her national origin was the reason because 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.

Complainant also alleges Respondents did not provide access to Limited English Proficiency LEP Services or offered such language services at lease signing or when issuing lease violations. Complainant further alleges Respondents refused to collaborate with outside stakeholders who offered to provide their interpretation services. Complainant alleges 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 4893 1st Avenue Southwest, Cedar Rapids, Iowa.

Terms of Settlement

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 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 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 Complainant that any claims asserted in his 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) 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 Complainant

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 Complainant's tenant file that is kept and maintained in the Glenbrook Apartments' property management office. Respondents also agree to remove all documents from Complainant's Glenbrook Apartments' tenant file related to Respondents' eviction proceedings against Complainant, including the Original Notice and Petition for Forcible Entry and Detainer Case Number SCSC2118936. However, the said documents will remain in Complainant's tenant file maintained in the Smart Management Des Moines' office for review by the Iowa Finance Authority when applicable regarding Complainant's rent subsidy.

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

allegations of lease violations or non-compliance for alleged incidents that transpired 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 both Complainant and the Commission, stating Respondents have removed from Complainant's Glenbrook Apartment's tenant file all documents related to allegations of non-compliance and eviction.

11. Respondents agree all tenant rules, regulations, and lease agreements will be enforced fairly and without harassment, discrimination or retaliation. Complainant agrees to follow all of Respondents' rules, regulations, and her lease agreement.

Reporting and Record-Keeping

12. 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.
13. Within seven (7) days of receiving a Closing Letter from the Commission, Respondents agree to send a letter to both Complainant and the Commission, stating Respondents have removed from Complainant's 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.

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

Signatures on the Following Page (Page 6)

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

Zubeda Boniface, COMPLAINANT

Date

Kristin H. Johnson, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date