

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 04-16-68885
HUD# 07-16-4336-8

PARTIES TO THE SETTLEMENT AGREEMENT

RESPONDENTS

DARCY OWENS
Quad City Rental Properties, LLC
PO Box 2124
Davenport, Iowa 52809

QUAD CITY RENTAL PROPERTIES

PO Box 2124
Davenport, Iowa 52809

QC HOUSING COOPERATIVE

9359 160TH Street
Davenport, Iowa 52804

COMPLAINANT

ANGEL BROWN
4311 Cheyenne Avenue Apartment 9
Davenport, Iowa 52806

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). She alleges Respondents failed to make timely repairs to her unit but made timely repairs to the units of her Caucasian neighbors. She alleges, on March 12, 2016, her door was kicked in. She reported the crime and the damaged door to Respondents and they subsequently demanded she pay \$130 to repair the door. She refused and, on April 4, 2016, Respondents issued her a 3-Day Notice to Cure. On April 11, 2016, Respondents filed an eviction action against her. The subject property is an 11-unit apartment complex, located at 411 Cheyenne Avenue, Davenport, Iowa 52806.

Terms of Settlement:

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereinafter 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); 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 the Fair Housing Act (FHA) 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, national origin, religion, disability, or familial status. 42 U.S.C. 3604(b).

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 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.

7. The parties acknowledge, if the Commission or the U.S. Department of Housing and Urban Development (HUD) has reasonable cause to believe that Respondents have breached this Agreement, the Commission may refer the matter to the Iowa Department of Justice - Office of the Attorney General, and HUD may refer the matter to the U.S. Department of Justice.

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, 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

10. Within thirty (30) of the execution of this Agreement, Respondents agree to place the Fair Housing Poster (English and Spanish) in each of their property management offices, in conspicuous locations, 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/2015/2015FHPPosterGeneralSpanish.pdf>

Respondents also agree to send documentation to the Commission, verifying the Fair Housing Posters have been posted, within ten (10) days of their placement in the management offices.

Relief for Complainant

11. Respondents agree to remove from Complainant's tenant file and Respondents' records all documents related to allegations of non-compliance, including:
 - The 3-Day Notice to Cure or Quit issued to Complainant on April 4, 2016
 - The Eviction Notice issued to Complainant on April 11, 2016

- All documents related to the \$130 door repair

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 tenant file and Respondents' records all documents related to allegations of non-compliance.

12. Respondents agree Complainant will be allowed to renew her lease agreement when it expires on September 30, 2017, so long as she has fulfilled the terms in her current lease agreement. Effective October 1, 2017, Complainant will enter into a month-to-month lease agreement.

Respondents agree Complainant will be allowed, at any time during her current lease agreement, to be released from the terms of her lease agreement without penalty or fees. Complainant agrees she must give 30 days' written notice before the first of day of the month. Respondents agree to consider Complainant's departure a mutually agreed-upon termination of tenancy. Respondents agree not to seek any monies, future rent, or fees from Complainant for terminating her rental agreement early.

Respondents agree to follow the provisions of Iowa Code §562A.12 regarding the disposition of Complainant's security deposit tendered to them pursuant to the lease agreement.

13. Respondents agree all tenant rules, regulations and lease agreements will be enforced fairly and without discrimination, harassment or retaliation. Respondents agree to investigate any complaints filed by Complainant in a timely manner. Respondents agree to investigate any complaints regarding Complainant, her children, or her guests before acting on such complaints.

Respondents agree all requests for maintenance repairs will be responded to in a timely manner and Complainant may request repairs via text or email. Complainant agrees Respondents satisfactorily replaced two of her windows on September 27, 2016.

Complainant agrees to follow the terms of her lease agreement and all of Respondents' rules and regulations.

14. Respondents agree they will provide a neutral response to all future landlord reference checks or inquiries regarding Complainant's tenancy at Respondents' property. Respondents agree to provide neutral responses to all requests for Complainant, whether verbal or written. Respondents agree, upon request by any prospective landlord, they will provide the dates of Complainant's tenancy, they will state or report that Complainant paid her rent on time and that she fulfilled all the requirements of her lease agreement. Respondents agree they will not provide any negative information or communicate any issue or concern regarding Complainant's tenancy, including the filing of this complaint. Respondents' obligation to provide a neutral reference is mutually dependent on Complainant's adherence to Respondents' rules, regulations, and lease agreement.

Within seven (7) days of receiving a Closing Letter from the Commission, Respondents agree to send to Complainant, and to the Commission a copy of the note placed in Complainant's tenant file describing this promise and responsibility concerning a neutral reference, both verbal and written, to all future landlord reference checks or inquiries.

Reporting and Record-Keeping

15. Respondents agree to send documentation to the Commission, verifying the Fair Housing Posters have been displayed, within ten (10) days of their placement in the management offices, as evidence of compliance with Term 10 of this Agreement.
16. Within seven (7) days of receiving a Closing Letter from the Commission, Respondents agree to send a letter to the Commission, stating Respondents have removed from Complainant's tenant file and Respondents' records all documents related to allegations of non-compliance, as evidence of compliance with Term 11 of this Agreement.
17. Within seven (7) days of receiving a Closing Letter from the Commission, Respondents agree to send to the Commission, a copy of the note placed in Complainant's tenant file describing Respondents responsibility to provide both verbal and written neutral landlord references for Complainant, as evidence of compliance with Term 14 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)

Darcy Owens, RESPONDENT

Date

Quad City Rental Properties, RESPONDENT

Date

QC Housing Cooperative, RESPONDENT

Date

Angel Brown, COMPLAINANT

Date

Kristin H. Johnson, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date