

# **PREDETERMINATION SETTLEMENT AGREEMENT**

CP# 04-17-70392  
HUD# 07-17-6566-8

## **PARTIES TO THE SETTLEMENT AGREEMENT**

### **RESPONDENTS**

**JOSH MAHER**  
Benchmark Real Estate  
208 West Main Street  
Wayland, Iowa 52654

**BENCHMARK REAL ESTATE**  
208 West Main Street  
Wayland, Iowa 52654

**AINSWORTH COMMUNITY HOUSING, INC.**  
Benchmark Real Estate  
208 West Main Street  
Wayland, Iowa 52654

**AINSWORTH COMMUNITY HOUSING, INC.**  
Board of Directors  
Benchmark Real Estate  
208 West Main Street  
Wayland, Iowa 52654

### **COMPLAINANT**

**SUSAN HOUTZ**  
Autumn Park Apartments  
841 W. Monroe Street Apartment 345  
Washington, Iowa 52353

and

**IOWA CIVIL RIGHTS COMMISSION**  
400 East 14th Street  
Des Moines, Iowa 50319

**Description of the Parties:** Complainant alleges discrimination in the areas of housing and retaliation. She claims, in 2013 Respondents issued “no smoking” restrictions in specific areas of the subject property as a reasonable accommodation for her disability. Complainant states on multiple occasions beginning in July 2015 and continuing, she reported to Respondents that other tenants violated the restrictions. Complainant further claims Respondents refused to enforce the restrictions which has resulted in different terms and conditions of rental based on disability. On January 7, 2017, she states she again asked Respondents to enforce the “no-smoking” restrictions. On March 22, 2017, Respondents served Complainant with a 30-day notice of termination of tenancy. Complainant believes Respondents terminated her tenancy in retaliation for exercising her right to request a reasonable accommodation. Respondents own or manage the subject property, a 16-unit apartment complex, known as Ainsworth Community Housing Townview Village, located at 2530 Underwood Avenue, Ainsworth, Iowa 52201.

**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).

3. 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).
4. 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).

5. Respondents acknowledge the ICRA makes it unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, on account of the person having exercised or enjoyed, or on account of the person having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by section 216.8, 216.8A, or 216.15A. Iowa Code § 216.11(A).

Respondents acknowledge the FHA makes it unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of her having exercised or enjoyed, or on account of her having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by section [3603](#), [3604](#), [3605](#), or [3606](#) of this title. 42 U.S.C. 3617.

### **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.
9. The parties agree the Commission may review compliance with this Agreement. And as part of such review, the parties 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.
10. 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**

11. 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

12. 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 including the Dubuque Human Rights Commission, 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

13. Within thirty (30) of the execution of this Settlement Agreement, Respondents agree to place the Fair Housing Poster (English and Spanish) in each property management office 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 also 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

14. Within seven days of receiving a Closing Letter from the Commission, Respondents agree to pay Complainant \$1,000 without any deductions. Respondents agree the Settlement Check will be made out to Complainant and mailed to her at the address listed on page one of this Agreement.

Respondents also agree to send a copy of the Settlement Check to the Commission within seven (7) days of receiving a Closing Letter from the Commission.

15. As long as Complainant vacates the subject apartment by 11:59 PM on Sunday, May 7, 2017, Respondents agree to waive any prorated rent owed by Complainant for May 2017 rent. Respondents also agree they will not pursue recovery in small claims court or in any other process or proceeding any monies they allege Complainant owes them for damages, cleaning charges or late fees. Complainant agrees she will not pursue recovery of her security deposit in small claims court or in any other process or proceeding.

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

**Reporting and Record-Keeping**

- 16. 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 13 of this Agreement.
- 17. Respondents agree to send a copy of the Settlement Check to the Commission within seven (7) days of receiving a Closing Letter from the Commission, as evidence of compliance with Term 14 of this Agreement.
- 18. Within seven days (7) days of receiving a Closing Letter from the Commission, Respondents will send a copy of the letter sent to Complainant to the Commission, verifying Complainant’s Tenant Ledger Report reflects a \$0.00 balance, as evidence of compliance with Term 15 of this Agreement.

All required documentation of compliance must be submitted via email or U.S. mail to:

Natalie Burnham  
Iowa Civil Rights Commission  
Grimes State Office Building  
400 East 14th Street  
Des Moines, Iowa 50319  
Natalie.Burnham@iowa.gov

_____	_____
Josh Maher, RESPONDENT	Date
_____	_____
Benchmark Real Estate, RESPONDENT	Date
_____	_____
Ainsworth Community Housing Inc., RESPONDENT	Date
_____	_____
Ainsworth Community Housing Inc., RESPONDENT Board of Directors	Date
_____	_____
Susan Houtz, COMPLAINANT	Date
_____	_____
Kristin H. Johnson, DIRECTOR IOWA CIVIL RIGHTS COMMISSION	Date