

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 05-17-70466
HUD# 07-17-6585-8

PARTIES TO THE SETTLEMENT AGREEMENT

RESPONDENTS

RICHARD BRIMMER

Horizon Towers
2724 Bicentennial Drive - Office
Cedar Falls, Iowa 50613

B.S. & L., LLC

1350 12th Street
Jesup, Iowa 50648

PARAMARK CORPORATION

7392 Airport View Drive SW
Rochester, MN 55902

COMPLAINANT

RENA L. HEINO

2724 Bicentennial Drive Apartment 206
Cedar Falls, Iowa 50613

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 bases of race (Asian) and national origin (Bangladesh). Complainant alleges Respondents committed a discriminatory practice when they unjustly accused her of lease violations, and threatened to terminate her tenancy unless she vacated the subject dwelling voluntarily. Respondents own or manage the subject property, a 40 unit apartment complex, located at 2724 Bicentennial Drive, Cedar Falls, Iowa 50613.

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. 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.
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 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

10. 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.

Positive Reference

11. Respondents agree they will provide a positive response to all future landlord reference checks or inquiries regarding Complainant's tenancy (contingent on Complainant vacating the subject apartment without major cleaning or damage issues) at Respondents' property. Respondents agree to provide positive 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, that Complainant always paid her rent on time, and was in good standing when she moved out of apartment #206 on June 10, 2017. 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.

Within seven (7) days of the Respondents' receipt of a Closing Letter from the Commission, Respondents agree to send Complainant a positive landlord reference letter. The Landlord letter will document the dates of Complainant's tenancy, that Complainant always paid her rent on time, and was in good standing when she moved out of apartment #206 on June 10, 2017.

Within seven (7) days of receiving a Closing Letter from the Commission, Respondents agree to send a copy of the landlord reference letter to the Commission, and a copy of the note placed in Complainant's tenant file describing Respondents' responsibility to provide verbal and written positive landlord references for Complainant.

On June 7, 2017, Respondents agree to contact Tami Christensen at Mt Village Apartments at 319-575-0581 to provide a positive reference and assist Complainant in transferring her Section 8.

Relief for Complainant

12. Upon receiving Complainant's signed Settlement Agreement, on June 8, 2017, Respondents agree to pay Complainant \$360 without any deductions (\$210 of the \$360 settlement will be considered a return of Complainant's security deposit.) 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 via overnight delivery. Complainant agrees she will not pursue recovery of her security deposit in small claims court or in any other process or proceeding.

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.

13. As long as Complainant vacates the subject apartment by 11:59 PM on Saturday, June 10, 2017, Respondents agree to waive any prorated rent owed by Complaint for June 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 unless there are major damages, or cleaning issues.

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.

14. Once Complainant has vacated her current rental unit, Apartment 206; Respondents agree to do a move out inspection of Apartment 206, during which Complainant (and her representative) may be present. The purpose of the inspection will be to confirm that Complainant has returned apartment 206 without major cleaning or damage issues.

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

Upon request, Respondents agree to submit a written report to the Commission, detailing any charges assessed to Complainant for major cleaning or damage for Apartment 206 within seven (7) days from receipt of the Commission's request.

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 copy of the landlord reference letter to the Commission, and a copy of the note placed in Complainant's tenant file describing Respondents' responsibility to provide verbal and written positive landlord references for Complainant, as evidence of compliance with Term 11 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 12 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 14 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

Signatures on the following page (page 6)

Richard Brimmer, RESPONDENT

Date

B.S. & L., LLC, RESPONDENT

Date

Paramark Corporation, RESPONDENT

Date

Rena Heino, COMPLAINANT

Date

Kristin H. Johnson, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date