

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 08-17-70864
HUD# 07-17-7448-8

PARTIES TO THE SETTLEMENT AGREEMENT

RESPONDENT

BONNIE L. SCHULZ
809 5TH Street SE
Olwein, Iowa 50662

COMPLAINANT

TINA CROW

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 disability. Complainant alleges Respondent failed to provide a reasonable accommodation by refusing to waive or reassign the snow shoveling and lawn mowing duties between Complainant and another tenant and this refusal resulted in different terms, conditions or privileges of rental, based on disability. Respondent owns or manages the subject property, a 3-family conversion, located at 603 East Charles Street Apartment 1, Olwein, Iowa 50662.

A complaint having been filed by Complainant against Respondent with 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. Respondent agrees 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. Respondent acknowledges 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).
3. Respondent acknowledges 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. Respondent acknowledges 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).

Voluntary and Full Settlement

5. The parties acknowledge this Predetermination Settlement 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.
6. 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.
7. 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.
8. Respondent agrees the Commission may review compliance with this Agreement. And as part of such review, Respondent agrees 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

9. 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

10. Complainant hereby waives, releases, and covenants not to sue Respondent 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 Respondent 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 Brochure

11. Respondent agrees to promote Fair Housing, by printing the Commission's fair housing brochure, "Fair Housing and You," and distributing the brochure to each of her tenants on or before October 31, 2017. Respondent agrees to access the brochure on the Commission's website at:
https://icrc.iowa.gov/sites/default/files/publications/2013/FairHousing_English_2013.pdf

Respondent also agrees to send a statement to the Commission, on or before October 31, 2017, verifying that the brochure was, in fact, distributed to each of their tenants with the number of tenants it was distributed to.

Relief for Complainant

12. Respondent agrees to release Complainant from the terms of her rental agreement effective June 14, 2017. Respondent agrees to consider Complainant's departure as a mutually agreed-upon termination of tenancy. Respondent agrees not to seek any monies from Complainant for terminating her rental agreement before its expiration date.

Respondent agrees to waive the \$883.42 bill (\$1,308.42 – Complainant's \$425 deposit = \$883.42) issued to Complainant for alleged damage and lost rent. Respondent agrees not to seek any monies from Complainant for any rent owed under her rental agreement or seek any monies for any alleged property damage sustained as a result of Complainant's tenancy at Respondent's rental property. Complainant agrees she will not pursue recovery of her security deposit or value of the heating fuel left at the subject property.

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

13. Effective October 16, 2017, Respondent and Complainant agree they will cease communicating with each other, and about each other, including but not limited to: text message, phone calls, voice message/mail, email, social media, electronic communications and all other forms of written or spoken communication or publication.

Reporting and Record-Keeping

- 14. On or before October 31, 2017, Respondent shall send a written statement to the Commission verifying the “Fair Housing and You” brochure has been distributed to all of their tenants, as evidence of compliance with Term 11 of this Agreement.
- 15. Within seven days of receiving a Closing Letter from the Commission, Respondent agrees to send the Commission documentation verifying that Complainant’s Tenant Ledger Report reflects a \$0.00 balance. The Commission will mail a copy of the Ledger Report to Complainant , as evidence of compliance with Term 11 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

Bonnie L. Schulz, RESPONDENT

Date

Tina Crow, COMPLAINANT

Date

Kristin H. Johnson, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date