

**PREDETERMINATION SETTLEMENT AGREEMENT**

CP# 08-17-70870  
HUD# 07-17-7746-8

**PARTIES TO THE SETTLEMENT AGREEMENT**

**RESPONDENTS**

MCB 8 PROPERTIES, LLC  
10340 Knight Avenue  
PO Box 41  
Waconia, Minnesota 55387

JASON BECK  
10340 Knight Avenue  
Waconia, Minnesota 55387

**COMPLAINANT**

DENISE COUNSELL

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. Complainant alleges Respondents' decision to terminate her tenancy was motivated by her disability and/or sex and resulted in different terms, conditions or privileges of rental. Respondents own or manage the subject property, a 48-unit townhome community, known as Timber Creek Townhomes, located at 1601 6<sup>th</sup> Place SE, Mason City, Iowa 50401.

A complaint having been filed by Complainant against Respondents 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. 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 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. 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).

### **Voluntary and Full Settlement**

4. 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.
5. 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.
6. 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.
7. Respondents agree the Commission may review compliance with this Agreement. 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**

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 Settlement Agreement, Respondent Jason Beck agrees to place the Fair Housing Poster (English and Spanish) in the property management office located at Timber Creek Townhomes, 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>

Respondent Jason Beck also agrees 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

11. Respondents agree to enter into a new one-year Lease Agreement with Complainant effective November 1, 2017 through October 31, 2018. Respondents agree that upon Complainant signing this Agreement, she can move into an available unit anytime during the month of October 2017 rent-free after she also completes Respondents' paperwork. Respondents agree to waive Complainant's \$650 monthly rent for the eight-month period November 1, 2017 through October 31, 2018 (\$650 x 8 months = \$5,200 total waived rent).

Complainant agrees she will pay a \$250 security deposit to Respondents. Complainant agrees that she will make an initial \$50 payment toward the full \$250 security deposit prior to moving into her rental unit. Complainant agrees she will make subsequent \$50 payments to Respondents on or before the first day of each month until the \$250 security deposit is paid in full.

Respondents agree they will hire Dave Hare to move Complainant's household items from her current rental unit and storage unit to her new rental unit. The parties agree that Complainant and Mr. Hare will choose a moving date mutually agreeable to both parties. Respondents also agree to permit Complainant one transfer move to another rental unit with better sunlight exposure. Complainant agrees Respondents will specify the date she must vacate her current rental unit and complete the transfer. Respondents agree Mr. Hare will move Complainant's household items to complete one transfer move. Respondents

acknowledge that there will be no new fees related to a unit transfer. Once Complainant has vacated her current rental unit, Respondents agree to do a check-out of the rental unit, with Complainant and her representative present, to confirm that it has been turned over to Respondents in good condition and without cleaning or damage; normal wear and tear excepted. Respondents agree to follow the provisions of Iowa Code § 562A.12 Uniform Residential Landlord and Tenant Law. If there are no cleaning or damage issues, Respondents will transfer Complainant's security deposit balance to the new rental unit. If monies are withheld to cover damage or cleaning issues, Complainant must ensure the \$250 security deposit is paid in full prior to transferring to a new rental unit.

**Reporting and Record-Keeping**

- 12. Respondent Jason Beck agrees to send documentation to the Commission verifying the Fair Housing Posters have been displayed, within ten (10) days of their placement in the management office, as evidence of compliance with Term 10 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

\_\_\_\_\_  
MCB 8 Properties, LLC, RESPONDENT \_\_\_\_\_  
Date

\_\_\_\_\_  
Jason Beck, RESPONDENT \_\_\_\_\_  
Date

\_\_\_\_\_  
Denise Counsell, COMPLAINANT \_\_\_\_\_  
Date

\_\_\_\_\_  
Kristin H. Johnson, DIRECTOR \_\_\_\_\_  
Date  
IOWA CIVIL RIGHTS COMMISSION