

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 09-17-70974
HUD# 07-17-7575-8

PARTIES TO THE SETTLEMENT AGREEMENT

RESPONDENTS

YOUNG H. BAEK
3836 Meadowview Lane SW
Iowa City, Iowa 52240

SEUNG J. BAEK
3836 Meadowview Lane SW
Iowa City, Iowa 52240

COMPLAINANT

JAMES HOBBS

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 Respondents served him with a termination of tenancy because of his disability. Respondents own or manage the subject property, an 11-unit apartment complex, located at 198 1st Street, Coralville, Iowa 52241.

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

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 his 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. 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.

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 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

11. Within thirty (30) of the execution of this Settlement Agreement, Respondents agree to place the Fair Housing Poster (English and Spanish) at the subject property, 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 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

12. Unit Transfer

Right of First Refusal: Respondents agree for the next three-year time period (November 1, 2017 through November 1, 2020) Complainant will be given first right of refusal to transfer to a first floor apartment at the subject property. Respondents acknowledge that there are no fees related to a unit transfer to a new apartment that will be due and payable, except that Respondents may require a security deposit in accordance with its standard business practices.

Notice of Available Unit: Respondents agree that Complainant shall receive notification of an available apartment unit via a telephone call to the following number: 319-800-3266 and in writing by First Class, U.S. Mail (“Written Notice”) to Complainant’s address: 198 1st Street, Apartment 110, Coralville, Iowa 52241. Complainant hereby acknowledges that receipt of the Written Notice shall be presumed on the third business day after mailing. If Complainant moves or changes his telephone number at any time before November 1, 2020, he agrees to give written notice of his new telephone number or mailing address to Respondents. After receiving written notice of Complainant’s new telephone or address, Respondents agree that any subsequent notification of an available apartment unit will be made using Complainant’s new contact information.

Upon receipt of the Written Notice, Complainant shall have five (5) business days to view the apartment and notify Respondents, in writing, whether he accepts the transfer opportunity. Respondents may deem Complainant's failure to respond during this period as a rejection of this apartment. Upon Complainant's acceptance of a unit to transfer into, the Complainant's right of first refusal shall terminate and Complainant will have a maximum of thirty (30) calendar days to complete the move at Complainant's expense. Complainant's failure to complete the transfer within this time period shall be deemed as a waiver of his right to transfer to this or any other unit. Complainant agrees he will comply and complete all required documentation related to the unit transfer, including, but not limited to, executing a new lease agreement. If Complainant declines the transfer opportunity he will continue to remain eligible for the next transfer opportunity until November 1, 2020 or until he accepts any one unit transfer during that time period.

Move-Out Inspection; Security Deposit: Once Complainant has vacated his current unit, Apartment 110, Respondents agree to do a move out inspection of Apartment 110 in accordance with Respondents' normal business practices, during which Complainant (and his representative) may be present. The purpose of the inspection will be to confirm that Complainant has returned Apartment 110 in the same condition as when Complainant moved in, normal wear and tear excepted.

Respondents agree to follow the provisions of Iowa Code §562A.12 regarding the disposition of Complainants' security deposit tendered to them pursuant to the lease agreement. Any cleaning or damage charges owed will be deducted from Complainant's security deposit. If there is no cleaning or damage issue, Respondents agree to transfer Complainant's security deposit to his new apartment.

Upon request, Respondents agree to submit a written report to the Commission, detailing any charges deducted for cleaning or damage for Apartment 110 within seven (7) days from receipt of the Commission's request.

Move-In Inspection: Respondents agree to conduct a move in inspection of Complainant's new apartment, during which Complainant (and his representative) may be present to insure the replacement apartment unit is satisfactory to Complainant. Respondents will provide Complainant with a written move in checklist and, upon acceptance Complainant shall acknowledge that the replacement unit is satisfactory to Complainant.

Respondents agree all maintenance issues and pest control issues will be handled in a professional and timely manner.

Termination of Right of First Refusal: The right of first refusal will terminate if the Respondents obtain a judgment of forcible entry and detainer against the Complainant. The right of first refusal will also terminate if the Respondents no longer own 198 1st Street, Coralville, Iowa.

Transferability: The right of first refusal is personal to the Complainant and the Respondents and shall not be transferred or assigned to anyone else.

Reporting and Record-Keeping

- 13. Respondents agree to send documentation to the Commission verifying the Fair Housing Posters have been displayed, within ten (10) days of their placement at the subject property, 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

Young H. Baek, RESPONDENT

Date

Seung J. Baek, RESPONDENT

Date

James Hobbs, COMPLAINANT

Date

Kristin H. Johnson, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date