

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 09-17-70998
HUD# 07-18-7749-8

PARTIES TO THE SETTLEMENT AGREEMENT

RESPONDENTS

KELLY MUELLER
Riverbend Apartments
804 North 35th Street - Office
Council Bluffs, Iowa 51501

RIVERBEND APARTMENTS, LLC
Riverbend Apartments
P.O. Box 348
Boys Town, NE 68010

COMPLAINANT

JAN ARRICK

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 failed to provide a reasonable accommodation by refusing to let her out of lease agreement when symptoms of her disability became more exacerbated due to pervasive black mold in the subject dwelling. Respondents deny discriminating against Complainant, but agree to settle this complaint by entering into this Predetermination Settlement Agreement (hereinafter “Agreement”). Respondents own or manage the subject property, a 201-unit apartment complex, known as Riverbend Apartments, located at 804 North 35th Street, Council Bluffs, Iowa 51501.

Terms of Settlement: 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).

Respondents acknowledge that the Federal Fair Housing Act, as amended, 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 therewith, because of the person’s race, color, religion, sex, disability, familial status, national origin, or disability. 42 U.S.C. 3604(b), 3604(f)(2) (§ 804 of the Fair Housing Act).

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).
4. 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).

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. 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. Within seven days of the date on the Commission's Closing Letter, Respondents agree to release Complainant from the judgment they were awarded in Iowa District Court case number 04781 SCSC113852 (Pottawattamie) as satisfied and will not pursue recovery in small claims court or in any other process or proceeding any additional monies they allege Complainant owes them for alleged damages, cleaning charges, rent, interest, court costs or fees, related to Complainant's rental of an apartment unit located at 803 N. 36th Street, Apt.

#2, Council Bluffs, Iowa 51501. Complainant agrees she will not pursue recovery of her security deposit.

Within seven days of the date on the Commission's Closing Letter, Respondents agree to sign, notarize and submit Form 3:23: "Release and Satisfaction of Judgment (Attachment 2)" to the Pottawattamie County Clerk of Court detailing that the judgment has been satisfied in full, including interest and court costs and that Complainant is released from any further obligation on the judgment.

Respondents also agree to send a file-stamped copy of the notarized Release and Satisfaction of Judgment to the Commission, within seven (7) days of submitting Form 3:23 to the Pottawattamie County Clerk of Court. The Commission will forward a copy of the file-stamped Release and Satisfaction of Judgment to Complainant.

Within seven days of the date on the Commission's Closing Letter, Respondents also agree they will report Complainant has a zero balance to its collection agency.

13. On February 28, 2018, Complainant deleted her posts from Riverbend's Facebook page and to the best of her recollection these are the only negative comments she was aware of that she could immediately remove, delete, detract or destroy. Complainant agrees to immediately remove, delete, detract or destroy any additional disparaging or negative comments she made prior to February 28, 2018, orally or in writing, within 48 hours of being made aware such comments still exist, to the extent she is able to reasonably remove, delete, detract or destroy them.

Complainant and Respondents, and any employee, agent or representative of Complainant or Respondents mutually agree effective February 28, 2018, and at any time after February 28, 2018, they will not now and in the future disparage or make any negative or defamatory comments about the other, orally or in writing, including, but not limited to, electronic mail, television, radio, computer networks or any internet websites or social media, including, but not limited to, internet bulletin boards, blogs, Google, Facebook, LinkedIn, Twitter, Yelp, Better Business Bureau, or any other form of communication.

Reporting and Record-Keeping

14. Respondents shall forward to the Commission objective evidence verifying the fair housing posters have been posted within ten (10) days of displaying the posters, as evidence of compliance with Term 11 of this Agreement.
15. Respondents agree to send a file-stamped copy of the notarized Release and Satisfaction of Judgment to the Commission, within seven (7) days of submitting Form 3:23 to the Pottawattamie County Clerk of Court, as evidence of compliance with Term 12 of this Agreement.

Signatures on the Following Page (Page 5)

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

Sylvia Owens
Iowa Civil Rights Commission
Grimes State Office Building
400 East 14th Street,
Des Moines, Iowa 50319
sylvia.owens@iowa.gov
Telephone: 515-281-6434

Kelly Mueller, RESPONDENT

Date

Riverbend Apartments, LLC, RESPONDENT

Date

Jan Arrick, COMPLAINANT

Date

Kristin H. Johnson, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date