

# **PREDETERMINATION SETTLEMENT AGREEMENT**

CP# 12-16-69829  
HUD# 07-17-5768-8

## **PARTIES TO THE SETTLEMENT AGREEMENT**

### **RESPONDENTS**

#### **JANET BIELFELDT**

2156 T Avenue  
Arion, Iowa 51520

#### **JAMES BIELFELDT**

2156 T Avenue  
Arion, Iowa 51520

### **COMPLAINANT**

#### **CHRISTINA BISSEN**

Denison, Iowa 51442

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 familial status. Complainant claims, on November 2, 2016, she was shown Respondents' two-bedroom rental home; and on November 3, 2016, she sent a text to Respondents to let them know she was very interested in the home. Complainant further alleges, on November 3, 2016, Respondents sent her a text stating they had decided that they "would not rent to anyone with kids." Complainant alleges Respondents' statement indicated a tenant preference or limitation and constitutes a refusal to rent based on familial status. Respondents own or manage the subject property, located at 1402 1<sup>st</sup> Avenue North, Denison, Iowa 51442.

#### 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 make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, sex, disability, familial status, national origin, sexual orientation or gender identity, or an intention to make any such preference, limitation, or discrimination. Iowa Code § 216.8(1)(c).

Respondents also acknowledge the federal Fair Housing Act (FHA), as amended, makes it unlawful to make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, sex, disability, familial status, national origin, or an intention to make any such preference, limitation, or discrimination. 42 U.S.C. § 3604(c).

3. Respondents acknowledge the ICRA makes it unlawful to refuse to sell, rent, lease, assign, sublease, refuse to negotiate, or to otherwise make unavailable, or deny any real property or housing accommodation or part, portion, or interest therein, to any person because of the race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status of such person. Iowa Code § 216.8(1)(a).

Respondents also acknowledge the FHA, as amended, makes it unlawful to refuse to sell, rent, lease, assign, sublease, refuse to negotiate, or to otherwise make unavailable, or deny any real property or housing accommodation or part, portion, or interest therein, to any person based on race, color, religion, sex, disability, familial status, national origin, or an intention to make any such preference, limitation, or discrimination. 42 U.S.C. § 3604(a).

## **Voluntary and Full Settlement**

4. 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.

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. 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.
8. 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**

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 Training**

11. Respondents Janet and James Bielfeldt will receive training on the requirements of State and Federal Fair Housing Laws within 90 days of their receipt of a Closing Letter from the Commission.

The training will include an overview of State and Federal Fair Housing Laws and will emphasize the prohibitions regarding discriminatory statements and discriminatory terms and conditions of rental. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

Respondent also agrees to send documentation to the Commission verifying the fair housing training has been completed within ten (10) days of completion.

### **Relief for Complainant**

12. Respondents agree to pay Complainant the sum of \$1,000.00 without any deductions. Respondents agree to pay Complainant in increments of \$250, payable on January 31, February 28, March 31, and April 28, 2017. The Settlement Checks will be made out to Christina Bissen. Ms. Bissen will pick up the settlement checks at the law office of Maura Sailer, located at 25 South Main Street, Dennison, Iowa, 51442.

Respondents also agree to send a copy of each Settlement Check to the Commission within seven (7) days of issuing the check to Complainant.

### **Reporting and Record-Keeping**

13. Respondents agree to send documentation to the Commission verifying the fair housing training has been completed within ten (10) days of completion, as evidence of compliance with Term 11 of this Agreement.
14. Respondents agree to send a copy of each Settlement Check to the Commission within seven (7) days of issuing the check to Complainant, as evidence of compliance with Term 12 of this Agreement.

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

Don Grove, Supervisor  
Iowa Civil Rights Commission  
Grimes State Office Building  
400 East 14th Street  
Des Moines, Iowa 50319  
[Don.Grove@Iowa.gov](mailto:Don.Grove@Iowa.gov)

Signatures on the Following Page (Page 5)

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Janet Bielfeldt, RESPONDENT

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Date

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James Bielfeldt, RESPONDENT

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Date

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Christina Bissen, COMPLAINANT

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Date

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Kristin H. Johnson, DIRECTOR  
IOWA CIVIL RIGHTS COMMISSION

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Date