

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 12-16-69936
HUD# 07-17-5767-8

PARTIES TO THE SETTLEMENT AGREEMENT

RESPONDENTS

MELVIN CANFIELD

5780 NW 3rd Court
Des Moines, Iowa 50313

GRAND VENTURES, LLC

PO Box 4984
Des Moines, Iowa 50305

COMPLAINANT

RANAE L. NOBLE

3722 SE 14th Street Apartment 8
Des Moines, Iowa 50320

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 race (Caucasian). She claims she has been the victim of race-based harassment. She claims Respondents discriminated against her by failing to respond to multiple complaints that African American tenants had created excessive noise, poured water through a hole in their floor into her apartment, blocked her from entering and exiting the building, and blocked her when she tried to access her mailbox. Respondents deny having discriminated against Complainant, but agree to settle this claim in the underlying action by entering into this Predetermination Settlement Agreement. The subject property is a 36-unit apartment complex, known as Cedar Crest Apartments, located at 3712 SE 14th Street, Des Moines, Iowa 50320.

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 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 the Fair Housing Act (FHA) 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, national origin, religion, disability, or familial status. 42 U.S.C. 3604(b).

3. Respondents acknowledge the ICRA makes it unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, on account of the person having exercised or enjoyed, or on account of the person having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by section 216.8, 216.8A, or 216.15A. Iowa Code § 216.11(A).

Respondents acknowledge the FHA makes it unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of his having exercised or enjoyed, or on account of his having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by section [3603](#), [3604](#), [3605](#), or [3606](#) of this title. 42 U.S.C. 3617.

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. The parties agree the Commission may review compliance with this Agreement. And as part of such review, the parties 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 including the Dubuque Human Rights Commission, 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) in each property management office, 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 also 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 21 days of receiving a Closing Letter from the Commission, Respondents agree to address and fix the following maintenance issues at Complainant’s rental:
 - a. Respondents will install a new deadbolt lock.
 - b. Respondents will install a new lock near the door knob with a different key than the new deadbolt key.
 - c. Respondents will address the water leak in Complainant’s living room.

In addition, Respondents agree to address any deficiencies in the upcoming City of Des Moines inspection and Section 8 inspection in a timely manner.

Within seven days of fixing the maintenance issues listed above, Respondents agree to send documentation to the Commission, verifying the date each maintenance project was completed.

13. Reporting and Record-Keeping

- 14. Respondents agree to send documentation to the Commission verifying the Fair Housing Posters have been displayed within ten (10) days of their placement in the management offices, as evidence of compliance with Term 11 of this Agreement.
- 15. Within seven days of fixing the maintenance issues listed in Term 12, Respondents agree to send documentation to the Commission, verifying the dates each maintenance project was completed, as evidence of compliance with Term 12 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

Melvin Canfield, RESPONDENT _____
Date

Grand Ventures, LLC, RESPONDENT _____
Date

Ranae L. Noble, COMPLAINANT _____
Date

Kristin H. Johnson, DIRECTOR _____
IOWA CIVIL RIGHTS COMMISSION Date