

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 12-11-61819

HUD# 07-12-0177-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

REDACTED

COMPLAINANT

KAREN DEWINTER

REDACTED

REDACTED

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties: Complainant alleged Respondents discriminated against her by failing to respond to complaints and issuing two unfair notices resulting in different terms and conditions of rental based on her sex (female). Complainant alleged Respondents failed to respond to complaints that children had damaged her vehicle and complaints regarding a mice infestation near her apartment. Complainant also alleged that she was issued unfair notices for having a table and chair on her patio while male tenants were not issued notices for similar lease violations. Respondents deny Complainant's allegations. Respondents own or manage the subject property located at REDACTED.

A complaint having been filed by Complainants against Respondents with the Iowa Civil Rights Commission (hereafter 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 Law

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 Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.

2. Respondents acknowledge Federal and State Fair Housing Laws 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 race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status.

42 U.S.C. 3604(b); Iowa Code § 216.8(1)(b).

#### Voluntary and Full Settlement

3. 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.

4. 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.

5. 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.

6. 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

7. The parties agree the Commission may disclose the terms of this Agreement so long as the Commission does not disclose the identities of Respondents.

#### Release

8. 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, and with regard to any and all other matters, 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.

In addition, Complainant hereby waives, releases and covenants not to sue Respondents for any and all issues she may have, or that may arise, with regard to Complainant's claim that her health and/or property has been affected by the presence of mold in the apartment. This Agreement shall serve as a full and complete release to all claims and issues Complainant may have, now or in the future, as it relates to Complainant's residency at the **REDACTED** Apartments.

#### Fair Housing Poster

9. Respondents agree to place the federal Fair Housing Poster (English and Spanish) in each of their rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants.

Respondents also agree to send documentation to the Commission, verifying the posters have been placed, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of receiving a Closing Letter from the Commission.

#### Relief for Complainant

10. Respondents agree to release Complainant from the terms of her rental agreement effective March 31, 2012. Respondents agree to consider Complainant's departure as a mutually agreed-upon termination of tenancy. Respondents agree not to seek any monies from Complainant for terminating

her rental agreement before its expiration date. Complainant agrees she will vacate apartment 3 on or before midnight on March 31, 2012.

11. After Complainant vacates apartment 3, Respondents agree to inspect Complainant's apartment with Complainant and Complainant's representative present, if any, at a time mutually agreeable to both parties. Upon inspection of Complainant's apartment and if there are no damages or cleaning issues, Respondents agree to pay Complainant \$750, less no deductions. The parties agree any damages or cleaning fees will be deducted from the \$750 settlement monies. The balance remaining will be given to Complainant within five (5) business days of Respondents inspection of apartment 3.

If Complainant does not vacate apartment 3 on or before March 31, 2012, and Respondents are forced to use any legal measures to evict Complainant from the apartment, any and all such legal fees of Respondent shall be deducted from the \$750 settlement monies. In addition, if the cost of such legal fees exceeds the \$750 settlement monies, the Complainant shall reimburse Respondent for any and all such fees and expenses expended by Respondent in excess of the settlement monies. The balance remaining, if any, after any fees and costs of Respondent, if any, are deducted, will be given to Complainant within five (5) business days of Respondents inspection of apartment 3.

Respondents also agree to send a copy of the check to the Commission, to the attention of Don Grove, Supervisor of Investigations, within seven (7) days of issuing Complainant the Settlement monies with a full accounting of any monies deducted. If damages and cleaning exceed \$750 Respondents will provide a full accounting to the Commission.

12. Respondents agree to follow the provisions of Iowa Code § 562A.12 regarding the disposition of Complainants' security deposit tendered to them pursuant to their lease agreement.

13. Respondents agree they will provide a neutral response to all future landlord reference checks or inquiries regarding Complainant's tenancy at Respondents' property, specifically, Respondents will provide the dates of her tenancy and state that the Complainant always paid her rent on time.

Signatures on the following page (page 5)

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**REDACTED**, RESPONDENT

Date

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**REDACTED**, RESPONDENT

Date

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**REDACTED**, RESPONDENT

Date

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Karen DeWinter, COMPLAINANT

Date

---

Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION

Total Value \$3,710 -(\$750 settlement monies plus \$2,960 waived rent (4 X \$740 per month rent = \$2960).