

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 04-12-62419

HUD# 07-12-0465-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

COMPLAINANT

MARY CHAPMAN

Commissioner

Iowa Civil Rights Commission

400 East 14th Street

Des Moines, Iowa 50319

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties: Complainant is a member of the Iowa Civil Rights Commission. As a member, Complainant has the authority to file a complaint alleging a discriminatory practice in violation of the "Iowa Civil Rights Act of 1965," Iowa Code Chapter 216. Complainant alleged on December 12, 2011, Respondent [REDACTED] published an advertisement for a [REDACTED]-bedroom condo for rent, which stated, "Must be 18 years of age or older to live in the building," indicating a limitation or discrimination based on familial status, the presence of minor children in the household. Complaint further alleged on December 14, 2011, a potential applicant contacted Respondent [REDACTED] and stated she had a 14-year-old son, he replied, "You won't qualify. It's uh, they, the condo association, uh, have, does not allow uh full time residents under 18." This effectively removes the rental property from the market to potential applicants with children, making it unavailable. Respondents own or manage the subject property, a [REDACTED]-bedroom condo located at [REDACTED].

Respondent [REDACTED] documented to the Commission, upon purchasing the subject property on December 21, 2011, he met with the condo association's board to find out their rules regarding renting out his condo. The condo association told him only two people were allowed to rent his condo and each needed to be 18 and over. This statement is disputed by the condo association's board.

[REDACTED] board president, [REDACTED], provided documentation to the Commission that Respondent [REDACTED]'s ad was placed based on a misunderstanding about who can rent at the building based on poor wording in the rental lease arrangements of the condo association.

The 2008 Owners Information Book stated, "[REDACTED] Owners do not find the building suitable for the permanent occupancy of children and adolescents less than 18 years of age." After Respondents were notified of this fair housing complaint, the board adopted the following modified language in their rental applications, "4. The Building is considered to be an unsuitable residence for person below eighteen (18) years of age without an adult family member living in the same unit."

A complaint having been filed by Complainant 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 that the Federal Fair Housing Laws Act, 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) (Section 804(c) of the Fair Housing Act).

Respondents also acknowledge that the Iowa Civil Rights Act 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).

3. Respondents acknowledge that the Federal Fair Housing Laws Act, 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) (Section 804(a) of the Fair Housing Act).

Respondents also acknowledge that the Iowa Civil Rights Act 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).

Voluntary and Full Settlement

4. 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.

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.

Disclosure

8. 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

9. 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.

Fair Housing Training

10. Respondents agree **REDACTED** and all board members of the **REDACTED** Association 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 address all aspects of fair housing law, but will emphasize the law regarding the prohibition discriminatory advertising and refusal to rent due to familial status. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

Respondents also agree to send documentation to the Commission, verifying the fair housing training has been completed, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of completing the training.

Future Advertising

11. Respondents agree they will only market the attributes of their rental properties and not reference a preferred type of tenant(s)/occupant(s). Respondents agree all future advertising in newspapers, pamphlets, brochures, other promotional literature, and on any Internet website will no longer state a preference for any particular type of tenant based on a personal characteristic.

For twelve months following the execution of this Settlement Agreement, Respondents agree all future advertisements in newspapers, pamphlets, brochures, other promotional literature, and on any Internet

website for all rental units other than efficiency apartments will include the following language:
“Families with children are welcome.”

For twelve months following the execution of this Settlement Agreement, Respondents agree to send a copy of the first advertisement for each advertised condo with the above stated language to the Commission to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of distributing the advertisement and they will amend association rules to provide that a copy of any and all advertisements for condo units will be given to the condo association’s board who will send a copy to Don Grove

Respondents acknowledge property owners, managers, and agents cannot discourage families with children from seeking or making application for available rental units by making any statement, verbal or written, that indicates families with children are not welcome or not solicited as tenants. Respondents acknowledge the statement “Must be 18 years of age or older to live in the building,” discourages families with minor children from making application because it indicates such families are not solicited or welcome as tenants. Respondents acknowledge making such a statement in the future will violate Federal and State Fair Housing Laws. Families may not be restricted because of safety concerns. The safety of the children is the parents’ responsibility, and the parents determine whether the unit is suitable for their family.

12. For twelve months following the execution of this Agreement, Respondents also agree to retain copies of all advertising in newspapers and Internet websites, pamphlets, brochures, and all other promotional literature (with the corresponding dates they were distributed).f requested by the Commission, Respondents agree to provide copies of all advertising in newspapers and Internet websites, pamphlets, brochures, other promotional literature, for any particular period of time within the twelve-month period stated above, within thirty (30) days of such request.

Demographics

13. On an annual basis for the next three years, Respondents agree to provide a “snapshot” of all occupants at **REDACTED** by familial status.

On or before September 15, 2012, September 1, 2013, and September 1, 2014, Respondents agree to provide a snapshot of all occupants as of August 1, 2012, August 1, 2013, and August 1, 2014. Each

snapshot shall include: (1) the number of occupied units with the number of bedrooms in each rental unit; (2) the number of units occupied by families with minor children (under the age of 18) with the ages of each minor child living in the condo unit; and (3) contact information (name, address, and telephone number) for each of those families with minor children.

REDACTED Condominium Association Condominium Rental Application

14. Within 90 days of their receipt of a Closing Letter from the Commission, Respondents agree to modify the language in their rental application number four under Miscellaneous Matters with the following language, "Families with children are welcome. Persons under the age of eighteen (18) years of age must live with an adult family member in the same unit." This modified language will replace the current language, "The Building is considered to be an unsuitable residence for person below eighteen (18) years of age without an adult family member living in the same unit."

Respondents also agree to send a copy of their rental application to the Commission, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of modifying their rental application. Respondents also agree to give a copy of the modified rental application to all condo owners who presently rent out one more condo units.

2008 Owners Information Book

15. Within 90 days of their receipt of a Closing Letter from the Commission, Respondents agree to modify the language in their 2008 Information Book page 28, under S. Children, with the following language, "Families with children are welcome. Persons under the age of eighteen (18) years of age must live with an adult family member in the same unit." This modified language will replace the current language, "**REDACTED** Owners do not find the building suitable for the permanent occupancy of children and adolescents less than 18 years of age.

Respondents also agree to send a copy of their modified 2008 Owners Information Book to the Commission, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of modifying it. Respondents also agree to give a copy of the modified 2008 Owners Information Book to all occupants and prospective occupants.

Mary Chapman, COMPLAINANT

Date

Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION