

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 03-13-64001

HUD# 07-13-0474-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENT

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 (hereinafter referred to as the 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 Respondent published a discriminatory advertisement for a one-bedroom apartment, which stated, "single occupancy only," indicating a preference or limitation based on familial status, the presence of minor children in the household. The rental certificate, for the subject property, indicated that three people is the maximum occupancy allowed under the REDACTED City Rental Housing Code. Respondent manages the subject property, a REDACTED -unit apartment complex, located at REDACTED.

A complaint having been filed by Complainant against Respondent 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. Respondent agrees 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. Respondent agrees to refrain from committing any act of discrimination in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of Iowa Code Chapter 216.

3. Respondent acknowledges Federal and State Fair Housing Laws make it unlawful to discriminate in the sale or rental or otherwise make unavailable or deny a dwelling to a buyer or renter because the buyer or renter has minor children in his/her household. 42 U.S.C. 3604(a) and Iowa Code §§ 216.8(1)(a).

4. Respondent acknowledges Federal and State Fair Housing Laws make it unlawful to directly or indirectly advertise, or in any other manner indicate or publicize

that the purchase, rental, lease, assignment, or sublease of any real property or housing accommodation or any part, portion, or interest therein, by persons of any particular race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status is unwelcome, objectionable, not acceptable, or not solicited. 42 U.S.C. 3604(c); Iowa Code § 216.8(1)(c).

Respondent acknowledges 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. Respondent acknowledges the statement, "single occupancy only," which recently appeared in one of their rental ads, may indicate to families with minor children that they are not welcome as tenants based on familial status; and may, therefore, violate Federal and State Fair Housing Laws.

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. Respondent agrees the Commission may review compliance with this Agreement. And as part of such review, Respondent agrees 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. The parties agree the Commission may disclose the terms of this Agreement so long as the Commission does not disclose the identity of Respondent.

Release

10. Complainant hereby waives, releases, and covenants not to sue Respondent 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 Respondent 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. Respondent **REDACTED** agrees he will receive training on the requirements of State and Federal Fair Housing Laws within 90 days of his receipt of a Closing Letter from the Commission. The training will address all aspects of fair housing law, but will emphasize the law regarding how to handle requests for reasonable accommodations from individuals with a disability. 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, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of completing the training.

REDACTED, completed Fair Housing training at the Iowa City Human Rights Commission on April 23, 2013, and provided a copy of her training certificate to the Commission. **REDACTED** agrees the training addressed all aspects of fair housing law, and emphasized the laws addressing the prohibition of discrimination against families with children and discriminatory advertising.

Future Advertising

12. For three years following the execution of this Settlement Agreement, Respondent agrees for properties owned and/or managed by **REDACTED**, 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.”

Respondent agrees they will only market the attributes of their rental properties and not reference a preferred type of tenant(s). Respondent agrees 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.

Respondent agrees to send a copy of their first advertisement 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.

13. For three years following the execution of this Settlement Agreement, Respondent also agrees 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).

If requested by the Commission, Respondent agrees to provide copies of all advertising in newspapers and Internet websites, pamphlets, brochures, other promotional literature, for any particular period of time within the three-year period stated above, within thirty (30) days of such request.

Demographics

14. On an annual basis for the next three years, REDACTED agree to provide a “snapshot” of their tenants at all of the rental properties they own and/or manage by familial status.

On or before May 15, 2013, May 15, 2014, and May 15, 2015, Respondent agrees to provide a snapshot of their tenants as of April 1, 2013, April 1, 2014, and April 1, 2015. Each snapshot shall include: (1) the address and apartment number of each rental property; (2) the number of units occupied by families with minor children (under the age of 18); and (3) contact information (name, address, and telephone number) for each of those families with minor children.

REDACTED, RESPONDENT Date

REDACTED, RESPONDENT Date

Mary Chapman, COMPLAINANT

Date

Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION