

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 08-12-62954

HUD# 07-12-0743-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

ROBERT LUETH

1711 Street F16

Manilla, Iowa 51454

MARY LUETH

1711 Street F16

Manilla, Iowa 51454

COMPLAINANT

MICHELLE R. FARROW

578 – 7th Avenue Apartment 2

PO Box 564

Manilla, Iowa 51454

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties:

Complainant alleged Respondents refusal to waive their “no dog” and “pet fee” policies for her two assistance animals, a dog and a cat, constituted a failure to make a reasonable accommodation. Complainant also alleged interference with fair housing rights and retaliation. Respondents deny having discriminated against Complainant, but agree to settle this claim in the underlying action by entering into this Predetermination Settlement Agreement. Respondents own or manage the subject property, a 4-plex located at 578 7th Avenue, Apartment 2, Manilla, IA 51454.

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 Act and Iowa Civil Rights Act, as amended, make it unlawful to discriminate or retaliate against another person in any of the rights protected against discrimination by this Chapter because such person has lawfully opposed any practice forbidden under this Chapter, obeys the provisions of this Chapter, or has filed a complaint, testified, or assisted in any proceeding under this Chapter.

42 U.S.C. 3617; Iowa Code § 216.11(2).

3. Respondents acknowledge Federal and State Fair Housing Laws make it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford the person equal opportunity to use and enjoy a dwelling.

42 U.S.C. 3604(f)(3)(b); Iowa Code § 216.8A(3)(c)(2) and

42 U.S.C. 3604(f)(2)(a); Iowa Code § 216.8A(3)(b)(1).

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 Predetermination Settlement 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 his complaint are not fully meritorious.

6. The parties agree the execution of this Predetermination Settlement 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 Settlement 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 terms of this Agreement shall be subject to public disclosure unless Complainant and Respondents agree otherwise, and the Commission determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.

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 Poster

10. 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

11. The parties agree to sign this Agreement on Friday, September 14, 2012. Upon receiving Complainant's signed Agreement, the Commission will fax Complainant's signed Agreement to Respondents' attorney. Upon receiving Complainant's signed Agreement, Respondents agree to pay Complainant \$484.34 without any deductions. Respondents agree to deliver the check in person to Complainant's apartment at 578 7th Avenue, Apartment 2, Manilla, IA by 8 PM on Friday, September 14, 2012. Respondents agree to make the check out to Westridge Mobile Home Park.

Respondents 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 dispersing the monies.

12. The parties agree to sign this Agreement on Friday, September 14, 2012. Upon receiving Complainant's signed Agreement, the Commission will fax Complainant's signed Agreement to Respondents' attorney. Upon receiving Complainant's signed Agreement, Respondents agree to pay Complainant \$150 without any deductions. Respondents agree pay \$150 to Harlan Municipal Utilities on Complainant's behalf for utilities at Complainant's new dwelling. Respondents will deliver the \$150 payment to Harlan Municipal Utilities located at 405 Chatburn Avenue, Harlan, IA 51537.

Respondents agree to send proof of payment to Harlan Municipal Utilities, to the attention of Don Grove, Supervisor of Investigations, within seven (7) days of dispersing the monies.

13. The parties have agreed that Complainant's lease will end on September 17, 2012, at 7 PM. Respondents agree to meet with Complainant at 7 PM on Monday, September, 17, 2012, unless the parties mutually agree to meet earlier in the day. Respondents agree to do a check-out of apartment 2 to confirm that it has been turned over to Respondents in good condition, without damage, normal wear and tear accepted. If there are no damage or cleaning issues at check-out, Respondents agree to immediately return \$94.34 of Complainant's \$310 security deposit to Complainant on September 17, 2012. The parties agree that the Respondent deducted \$175.66 Complainant owes Respondents for rent for the time period September 1, 2012, through September 17, 2012, and \$40 for a late fee since September 2012 rent was not paid on time. The check will be made out to Complainant. If there are cleaning or damage issues, Respondents agree to let Ruth Robins, with the Housing Authority inspect the alleged damage or cleaning issues.

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.

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 dispersing the monies. Respondents will also send supporting documentation to the Commission, detailing the disposition of Complainant's security deposit.

14. The parties have agreed that Complainant's lease will end on September 17, 2012, at 7 PM. Respondents agree to meet with Complainant at 7 PM on Monday, September, 17, 2012, unless the parties mutually agree to meet earlier in the day. Respondents agree to do a check-out of apartment 2 to confirm that it has been turned over to Respondents in good condition, without damage, normal wear and tear accepted. If there are no damage or cleaning issues at check-out, Respondents agree to immediately pay Complainant \$65.66. The check will be made out to Complainant. If there are cleaning or damage issues, Respondents agree to let Ruth Robins, with the Housing Authority inspect the alleged damage or cleaning issues.

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 dispersing the monies. Respondents will also send supporting documentation to the Commission, detailing any charges deducted for cleaning or damage.

Robert Lueth, RESPONDENT _____ Date _____

Mary Lueth, RESPONDENT

Date

Michelle Farrow, COMPLAINANT

Date

Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION

Total Value to Complainant \$794.34. Respondents paid: \$150 utility deposit for Complainant; \$484.34 deposit and first month's rent; Respondent agreed to pro-rate rent for September 2012 instead of charging Complainant full rent of \$310. As a result Respondents agreed to pay Complainant \$94.34 if Complainant moved out by September 17, 2012. Respondents agreed to pay Complainant \$65.66 if there were no cleaning or damage issues after C moved out. $\$484.34 + \$150 + 94.34 + 65.66 = \$794.34$.