

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 09-15-67940
HUD# 07-16-0022-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

KATIE DAVIDSHOFER
C/O Callahan Construction, Inc.
7629 Commerce Park
Dubuque, Iowa 52002

JESSICA HOHNECKER
C/O Callahan Construction, Inc.
7629 Commerce Park
Dubuque, Iowa 52002

CALLAHAN CONSTRUCTION, INC.
7629 Commerce Park
Dubuque, Iowa 52002

COMPLAINANT

CHARLETTE HAMILTON
102 Gardens Court Apartment 10
Farley, Iowa 52046

and

IOWA CIVIL RIGHTS COMMISSION
400 East 14th Street
Des Moines, Iowa 50319

Description of the Parties:

Complainant alleged Respondents' actions – (1) threatened her with eviction based on false complaints of drug use, (2) issued a notice wrongfully accusing her of violating the ten-day guest policy, and (3) served her with a 30-day notice of non-renewal without cause – resulted in different terms and conditions of rental based on race. Respondents own or manage the subject property, an 18-unit apartment complex located at 102 Gardens Court, Farley, Iowa.

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 Laws

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainants or any other person for filing a charge under the “Iowa Civil Rights Act of 1965” (ICRA); or 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 against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, sex, familial status, or national origin. 42 U.S.C. 3604(b) (§ 804(b) of the FHA).

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 Complainants 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. 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

8. Complainants hereby waive, release, and covenant 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, subject to performance by Respondents of the promises and representations contained herein. Complainants agree 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.

Security Deposit/Damages Policy

9. Respondents acknowledge their commitment to ensure that all cleaning and damage assessments, fees, and subsequent billing for repair costs are consistent, fair, and objective. Respondents agree to follow the provisions of Iowa Code §562A.12 regarding the disposition of tenants' security deposits.

Fair Housing Brochure

10. Within thirty (30) of the execution of this Settlement Agreement, Respondents agree to promote Fair Housing, by printing the Commission's fair housing brochure, "Fair Housing and You," in (English and Spanish) and displaying the brochure at each rental property, in a conspicuous location, easily viewable to tenants and prospective tenants.

The Fair Housing brochures can be obtained online at:

https://icrc.iowa.gov/sites/files/civil_rights/publications/2013/FairHousing_English_2013.pdf

https://icrc.iowa.gov/sites/files/civil_rights/publications/2012/FairHousingandYou-05.2009-Spanish.pdf

Respondents also agree to send documentation to the Commission, verifying the fair housing brochures have been posted, within ten (10) days of displaying the posters.

Neutral Landlord Reference

11. Respondents agree they will provide a neutral response to Affordable Housing Network Inc.'s landlord reference inquiry regarding Complainant's tenancy at Respondents' property. Respondents agree they will only provide the following written statement:

Charlette Hamilton has been a tenant at The Gardens Apartments located at 102 Gardens Court, Farley, Iowa 52046 from August 1, 2014, and her tenancy will end on October 31, 2015. The Gardens Apartments have agreed to refund \$600 of her deposit prior to Ms. Hamilton vacating her current apartment so she can secure an apartment at Affordable Housing Network Inc.

Within seven (7) days of receiving a Closing Letter from the Commission, Respondents agree to send a copy of the landlord reference letter to the Commission.

Respondents' obligation to provide a neutral reference is mutually dependent on Complainant's adherence to Respondents' rules, regulations, lease agreement, and that upon vacating Apartment 10 on November 1, 2015 she leaves the apartment in clean and undamaged condition; normal wear and tear excepted.

Relief for Complainants

12. Complainant agrees to vacate Apartment 10 on or before November 1, 2015. Prior to executing this Predetermination Settlement Agreement, Complainant agrees to let Respondents inspect Apartment 10 with her and her representative present to confirm that it has been maintained in the same condition as when she moved in, normal wear and tear excepted. Respondents agree Complainant will not be held financially responsible to clean the carpets upon vacating Apartment 10 on November 1, 2015.

Upon completing their inspection of Apartment 10, Respondents agree to immediately issue an inspection report to Complainant and fax a copy to the Natalie Burnham at the Commission at 515-242-5840. Upon any cleaning or damage issues, Complainant and Respondents will sign this Predetermination Settlement Agreement and immediately fax a copy to the Commission. In addition, Respondents will immediately fax the landlord reference letter described in Term #11 to Affordable Housing Network Inc.

Within two (2) business days of receiving a copy of Complainant's signed Agreement and verification that she has been accepted as a tenant at Affordable Housing Network Inc., Respondents will refund \$600.00 of Complainant's \$675

security deposit. The check will be made out to Complainant's new housing provider Affordable Housing Network Inc. and will be mailed to them at 3000 J Street SW, Cedar Rapids, Iowa 52404; the memo line on the check will state, "Security Deposit for Charlette Hamilton". The security deposit refund will be sent to Affordable Housing Network Inc. via the United States Postal Services' Priority Mail (2-3 day delivery guarantee). Complainant's forwarding address effective November 1, 2015, is 1407 3rd Avenue, Cedar Rapids, Iowa 52403.

Respondents will keep \$75 of Complainant's rental deposit to replace a bedroom blind and repair a patio screen that was noted to the October 15, 2015 inspection of Apartment 10. Complainant agrees not to pursue recovery in small claims court or in any other process or proceeding her \$75 security deposit balance that was kept for repairs to Apartment 10.

Within two business days of refunding Complainant's security deposit, Respondents will send a copy of the check to the Commission.

Complainant agrees if she is denied tenancy at Affordable Housing Network Inc., Respondents agree to follow the provisions of Iowa Code § 562A.12 regarding the disposition of Complainant's \$675 security deposit tendered to them pursuant to her lease agreement. In addition, Complainant agrees she will be responsible for all cleaning and damage to Apartment 10.

13. Respondents agree they will not charge Complainant rent for November 1, 2015. Once Complainant has vacated Apartment 10, Respondents agree to do a check-out of Apartment 10, with Complainant and her representative present, at a time mutually agreed upon to confirm that it has been turned over to Respondents in the same condition as when Complainant moved; normal wear and tear excepted.

If Complainant fails to vacate Apartment 10 on November 1, 2015, Respondents maintain the right to evict Complainant. On or before November 7, 2015, Respondents agree to submit a written report to the Commission, detailing any charges Complainant owes for new cleaning or damage for Apartment 10.

Complainant agrees if there are any new cleaning or damage issues that arise from the time of the initial inspection and return of the Complainant's security deposit, to the date she vacates Apartment 10 that she may be financially responsible for said damages or cleaning issues. In addition, Respondents maintain the right to pursue recovery in small claims court or in any other process or proceeding for any monies that Complainant may owe them for said damage or cleaning issues.

14. Respondents agree all tenant rules, regulations and lease agreements will be enforced fairly and without harassment, discrimination or retaliation. Respondents agree to substantiate any complaints regarding Complainant's tenancy before acting on such complaints.

Complainant agrees to follow Respondents' rules and regulations and lease agreement.

In consideration for Complainant executing this Agreement, Respondents agree to the following:

- a) Waive \$80 owed in October 2015 for washer/dryer rental and garage rental.
- b) \$45 owed for past late fees.

Respondents agree and acknowledge that upon executing this Agreement, Complainant's final account statement will reflect a \$0.00 balance.

Reporting and Record-Keeping

- 15. Within 10 days of displaying the fair housing brochures, Respondents agree to send documentation to the Commission, verifying the brochures have been posted, as evidence of compliance with Term 10 of this Agreement.
- 16. Within seven (7) days of receiving a Closing Letter from the Commission, Respondents agree to send a copy of the landlord reference letter to the Commission, as evidence of compliance with Term 11 of this Agreement.
- 17. Within two business days of refunding Complainant's security deposit, Respondents will send a copy of the check to the Commission, as evidence of compliance with Term 12 of this Agreement.
- 18. On or before November 7, 2015, Respondents agree to submit a written report to the Commission, detailing any charges Complainant owes for cleaning or damage for Apartment 10, as evidence of compliance with Term 13 of this Agreement.

All required documentation of compliance must be submitted to:

Don Grove, Supervisor of Housing Investigations
Grimes State Office Building
400 East 14th Street
Des Moines, Iowa 50319

Signatures on the Following Page (Page 7)

Katie Davidshofer, Respondent

Date

Jessica Hohnecker, Respondent

Date

Callahan Construction, Inc., Respondent

Date

Charlette Hamilton, COMPLAINANT

Date

Kristin H. Johnson, EXECUTIVE DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date