

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 05-13-64182 HUD# 07-13-0528-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

KADING PROPERTIES, LLC

7008 Madison Avenue

Urbandale, IA50322-2629

HEATHER BURNS

C/O Kading Properties, LLC

7008 Madison Avenue

Urbandale, IA50322-2629

COMPLAINANTS

GLEN HILL

1782 W 4th Street N

Apartment 2

Newton, IA 50208-1789

KATHI HILL

1782 W 4th Street N

Apartment 2

Newton, IA 50208-1789

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties:

Complainants alleged Respondents discriminated against them by failing to stop harassment by other tenants because of their race. Respondents own or manage the subject property, a 58-duplex apartment property complex, located at 1782 W 4th Street N, Apartment 2, Newton, IA 50288-1789.

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 Complainants 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, as amended, makes it unlawful to discriminate against any person because of the person's race, color, religion, sex, disability, familial status, national origin, in the terms, conditions, or privileges of the sale, rental, lease assignment, or sublease of any real property or housing accommodation or any part, portion, or interest in the real property or housing accommodation or in the provision of services or facilities in connection with the real property or housing accommodation.

42 U.S.C. 3604(b).

Respondents also acknowledge that the Iowa Civil Rights Act, as amended, makes it unlawful to discriminate against any person because of the person's race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status of such person in the terms, conditions, or privileges of the sale, rental, lease assignment, or sublease of any real property or housing accommodation or any part, portion, or interest in the real property or housing accommodation or in the provision of services or facilities in connection with the real property or housing accommodation.

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, and Respondents affirmatively deny all wrongdoing. Nor is the execution of this Agreement an admission by Complainants that any claim asserted in their complaint lacks any merit.

5. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement and that scanned or faxed signatures shall be deemed sufficient and treated as original signatures. The parties agree the 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 terms of this Agreement shall be subject to public disclosure unless Complainants 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

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

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. Fair Housing Posters in English may be obtained online from the Commission's website at http://www.state.ia.us/government/crc/docs/fair_housing_poster_july_2008.pdf and the corresponding version in Spanish may be obtained at http://www.state.ia.us/government/crc/docs/fair_housing_spanish_july08.pdf.

Respondents also agree to send documentation to the Commission, verifying the posters have been placed, with the address of each apartment complex where the posters are displayed, to the attention

of Don Grove, Supervisor of Investigations, within ten (10) days of receiving a Closing Letter from the Commission

Anti-Harassment Posters

10. Respondents agree to place the "Harassment in Housing" posters, included with this agreement, in each of their rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants. Respondents agree to faithfully implement the guidance provided in the posters.

Respondents also agree to send documentation to the Commission, verifying the posters have been placed, with the address of each apartment complex where the posters are displayed, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of receiving a Closing Letter from the Commission

Landlord Reference

11. Respondents agree they will provide a neutral response to all future landlord reference checks or inquiries regarding Complainant's tenancy at Respondent's property. Respondents agree they will provide the dates of Complainant's tenancy and will report they fulfilled the requirements of their lease agreement. Heather Burns, Property Manager, will be the contact person for any rental reference request for Complainant. Respondents agree they will not provide any negative information, except for one late rent payment, or communicate any issue or concern regarding Complainant's tenancy, including the filing of this complaint.

Respondents agree to note in Complainant's tenant file information describing this promise and responsibility concerning a neutral reference within seven (7) days of receiving a Closing Letter from the Commission. Respondent's obligation to provide a neutral reference is mutually dependent on Complainant's promise to vacate the apartment by June 30, 2013, and to leave the apartment in clean and undamaged condition, normal wear and tear excepted.

In addition, Respondents agree to send the Commission a general landlord reference letter on business letterhead stationary no later than 12:00PM on May 24, 2013, via email, at emigdio.lopez-

sanders@iowa.gov or fax at 515-242-5840. The letter will state the dates of Complainants' tenancy and the fact that the tenants fulfilled the requirements of their lease agreement, except for one late rent payment during their tenancy.

Respondents also agree to send documentation to the Commission verifying that the above referenced requirement has been noted in Complainants' tenant file to the attention of Don Grove, Supervisor of Investigations, within seven (7) days of receiving a Closing Letter from the Commission.

Relief for Complainants

12. The parties agree to treat each other with respect. Respondents agree all tenant rules, regulations, and lease agreements will be enforced fairly and without harassment or discrimination. Complainants agree to follow the terms of their lease agreement and all of the Respondents' rules and regulations.

13. Respondents agree to release Complainants from the terms of their rental agreement on 12:01am Monday, July 1, 2013. Complainants agree to vacate Apartment 2 before 12:01am on Monday, July 1, 2013. Respondents agree to consider Complainants' departure as a mutually agreed-upon termination of tenancy. Respondents agree to not to seek any monies from Complainants, including \$1,290 needed to satisfy the remaining term of their lease, for terminating their rental agreement before its expiration date on August 31, 2013.

14. Once Complainants have vacated apartment 2, Respondents agree to do a check-out of Apartment 2, with Complainants and their representative present, to confirm that it has been turned over to Respondents in good condition and without damage; normal wear and tear excepted. Respondents agree to follow the provisions of Iowa Code § 562A.12 regarding the disposition of Complainants' \$250 security deposit tendered to them pursuant to their lease agreement.

15. Respondents agree to send a letter via fax to 515-986-1883 before May 30, 2013, and address it to:

Housing Coordinator Rochelle Meister

C/O Central Iowa Housing Authority

1207 SE Gateway Drive

Grimes, IA 50111

This letter is to indicate Complainants and Respondents have mutually agreed to terminate their lease agreement effective 12:01AM on July 1, 2013.

Respondents also agree to send documentation to the Commission verifying that the above referenced letter has been faxed, as described above, to the attention of Don Grove, Supervisor of Investigations, within seven (7) days of receiving a Closing Letter from the Commission.

[Please see next page for the signature page]

KADING PROPERTIES, LLC, RESPONDENT

Date

HEATHER BURNS, RESPONDENT

Date

GLEN HILL, COMPLAINANT

Date

KATHI HILL, COMPLAINANT

Date

Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION

* Respondents agree to waive \$1,290 from Complainants' contractual obligations under the lease agreement, calculated as follows:

2 months of rent, July 2013 through August 2013 monthly rent @ \$645 per month

* Respondents agreed to implement an anti-harassment policy, as outlined here:

ICRC Factsheet

Harassment in Housing:

Itj |s Against the Law

Background

Harassment in housing is a growing problem. Experts agree that while the number of complaints filed is small, the number of unreported harassment incidents may actually be greater. Harassment situations often involve victims who desperately need the housing that is being threatened. Harassment in housing may be devastating because the alleged harasser frequently has access to the victim's home. The victim feels physically and emotionally adrift, that life is out of control, and that there is no safe place available.

Who is Affected

Sexual harassment can happen to anyone, male or female, by either sex against either sex, although the majority of victims in reported instances are female. The individual must show the sexual conduct was unwelcome, whether accepted or refused.

Types of Sexual Harassment

Quid pro quo ("this for that"): This harassment occurs when a housing provider conditions access or provision of services to a tenant through an unwelcome sexual demand or request for sexual favors in lieu of rental payment or under threat of eviction. When the housing provider conditions services or access to facilities on demands for sexual favors, the individual is being victimized by sexual harassment.

Hostile environment: This type of harassment occurs when the landlord, manager, or other person with decision making authority creates or allows an abusive housing environment or interferes with the tenant's peaceful enjoyment of the property by activities of a sexual nature. The hostile environment harassment could also be caused by another tenant or by an outside person, such as a service person, coming into the housing location.

Examples of Harassing Conduct

„h Physical: touching in a sexual manner, pinching, rubbing up against another person, gestures, assault.

„h Verbal: jokes of a racial, ethnic, or sexual nature; comments or questions about a person's body, dress, or personal life; demeaning or inappropriate terms; crude and offensive language of a sexual nature; name calling or racial or ethnic slurs; demeaning comments about age, disability, or sexual orientation.

„h Visual: cartoons, drawings, or caricatures of a racial, ethnic, or sexual nature; pin-up pictures or calendars; displaying sexual objects in offices or rental units; inappropriate personal messages or distribution of offensive jokes or cartoons through e-mail.

„h Hazing: teasing; practical jokes of a sexual, racial, or ethnic nature; ostracizing, starting or spreading rumors about a person's personal life or sexual activities.

What to do if you are an owner or manager?

Housing suppliers must sell, lease, and negotiate with all applicants on an equal basis. None of the protected characteristics should be used as threats or weapons to deny housing or housing services, or

to provide housing under less than equally favorable circumstances. Owners, managers, and management firms should provide clear written policies prohibiting harassment in their businesses. These policies should define prohibited behaviors; inform employees, clients, and tenants about whom to contact with a harassment complaint; spell out disciplinary actions for those who violate the policy; and assure that there will be no retaliation against anyone who complains of harassment. Management should set the example of professional, business-like behavior in all transactions.

Owners, managers, and management firms may incur liability for the actions of their agents, if they knew or should have known about the harassment and did not take prompt remedial action. Housing providers could also be responsible for harassment committed by other tenants or clients and by non-employees, such as service persons, if management knew or should have known about the harassment and did not take prompt remedial action.

What to do if you are a tenant?

If you believe you have been subjected to harassment in housing, you should report the

harassment to the owner or manager. If the matter is not resolved, or if the harassment is

being done by the owner or manager, contact the Iowa Civil Rights Commission to find out about filing a housing discrimination complaint. A housing officer will assist you with information and will take the information and prepare a complaint for housing situations. The Commission will also cross-file your complaint with HUD under the federal law. State law requires the complaint to be filed within 300 days of the discriminatory incident to be within the jurisdiction of the Commission.

You may file a complaint with HUD under the federal law within one year of the discriminatory incident. You may also initiate a civil action directly in district court not later than two years after the termination of the discriminatory housing practice.

Iowa Civil Rights Commission

Grimes State Office Building

400 E. 14th Street

Des Moines, Iowa 50319

515-281-4121, 1-800-457-4416

FAX 515-242-5840

<https://icrc.iowa.gov/>