

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 03-14-65496

HUD# 07-14-0307-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENT

JEFFREY T JONES

4733 North Rockwell Street, Apartment 2

Chicago, IL 60625

COMPLAINANT

ANGELA WILLIAMS

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 Respondent published an advertisement for an efficiency apartment for rent that stated, "The house is great for a group of friends/ younger professionals/couple, etc. At this time I am not looking to rent the property to those with young children." Complainant alleged such statement indicates a preference, limitation, or discrimination based on familial status, the presence of minor children in the household. Respondent owns and manages the subject property, a three-bedroom house, located at 1689 Northwest Drive, Des Moines, IA 50310.

Respondent stated that he estimated that two bedroom's dimensions are approximately 12' x 12' (144 sq. ft.), and the third bedroom is approximately 15' x 15' (225 sq. ft.). Per the City of Des Moines' rental property code a bedroom is required to have at least 70 square feet for one person, and every bedroom occupied by more than one person shall contain 50 square feet of floor area for each occupant thereof. Per the City of Moines' rental property code the 12' x 12' (144 sq. ft.) bedrooms could sleep two people each, and the 15' x 15' (225 sq. ft.) bedroom could sleep 4 people, or a total of 8 people.

A complaint having been filed by Complainant against Respondent 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. 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 acknowledges 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).

Respondent also acknowledges 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. Respondent acknowledges 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).

Respondent also acknowledges 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 by the Complainant. 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. Respondent agrees the Commission may review compliance with this Agreement.

Disclosure

8. 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

9. 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, 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

10. Respondent Jeffrey T. Jones agrees he 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. The online video titled "Fair Housing Training 2013" offered by the City of Iowa City will satisfy the fair housing training as required in this Predetermination Settlement Agreement. In return, Respondent shall submit a one page summary detailing what he learned from the video to the Commission.

Respondent also agrees to send documentation to the Commission, verifying the fair housing training has been completed, within ten (10) days of completing the training.

Future Advertising

11. Respondent agrees he will only market the attributes of their rental properties and not reference a preferred type of tenant(s)/occupant(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. In addition, Respondent will not state an occupancy standard that is more restrictive than the local occupancy code or that described in the Keating Memo ("Fair Housing Enforcement—Occupancy Standards; Notice of Statement of Policy (the Keating Memo)," 42 U.S.C. 3535(d), 112 Stat. 2461), which details that an occupancy standard must be carefully examined "to determine whether it operates unreasonably to limit or exclude families with children."

For 12 months following the execution of this Agreement, Respondent agrees all of their future advertisements in newspapers, pamphlets, brochures, other promotional literature, and on any Internet

website for all their rental units will include the following language: "Families with children are welcome."

For 12 months following the execution of this Settlement Agreement, Respondent agrees to send copies of all of their advertisements for residential rental properties to the Commission within ten (10) days of publication.

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 also acknowledges families with children may not be segregated in certain buildings or properties, or in certain areas or floors of a particular complex. 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.

The Keating Memo states that HUD believes that an occupancy policy of two persons in a bedroom, as a general rule, is reasonable under the Fair Housing Act. However, the memo also states that the reasonableness of any occupancy policy is rebuttable, and should not imply that HUD will evaluate compliance solely on the number of people permitted in each bedroom. The memo outlines factors that HUD will consider when evaluating a housing provider's occupancy policies to determine whether actions under the provider's policies may constitute discriminatory conduct under the Fair Housing Act on the basis of familial status (the presence of children in a family). In appropriate circumstances, a housing provider may counter an occupancy policy of two persons per bedroom based on factors such as the number and size of sleeping areas or bedrooms, the overall size of the dwelling unit, the configuration of the unit (for example the presence of a den or small extra room), age of the children, sewer or other building systems, and existence of state or local laws. The Keating Memo in its entirety can be read online at:

http://www.fairhousing.com/index.cfm?method=page.display&pagename=HUD_resources_keatingmmo

Demographics

12. On an annual basis for the next two years, Respondent agrees to provide “tenant data” of all occupants at all their rental properties to the Commission. On or before May 15, 2014, and May 15, 2015, Respondent agrees to provide tenant data of all occupants as of April 1, 2014 and April 1, 2015. Tenant data for each rental unit shall include: (1) the address and apartment number of each rental unit; (2) the number of occupants authorized by the city to reside at each rental unit; (3) the number of occupants residing at each unit; and (4) the number of minor children (under the age of 18) living at each unit. Accepting tenants who do not have minor children shall not be considered a per se violation of this Predetermination Settlement Agreement. Respondents acknowledge, however, that the familial status of the prospective tenant or applicant cannot be a motivating factor in Respondent’s rental decision-making.

Relief for Complainant

13. Within 30 days of their receipt of a Closing Letter from the Commission, Respondent agrees to contact the City of Des Moines to get a copy of the City’s rental code, and occupancy standards to determine the number of who can sleep in each bedroom based on exact measurements of the bedrooms, in each of Respondent’s rental units, per the City’s occupancy standards.

Reporting and Record-Keeping

14. Respondent shall forward to the Commission objective evidence of the successful completion of training, in the form of a Certificate or a letter from the entity conducting the training, within ten (10) days of the completion of the training, as evidence of compliance with Term 10 of this Agreement. The online video titled “Fair Housing Training 2013” offered by the City of Iowa City will satisfy the fair housing training as required in this Predetermination Settlement Agreement. In return, Respondent shall submit a one page summary detailing what he learned from the video to the Commission.

15. For 12 months following the execution of this Settlement Agreement, Respondent agrees to send copies of all of their advertisements for residential rental properties to the Commission within ten (10) days of publication, as evidence of compliance with Term 11 of this Agreement.

16. On an annual basis for the next two years, Respondent agrees to provide “tenant data” of all occupants at their rental properties to the Commission. On or before May 15, 2014, and May 15, 2015, Respondent agrees to provide tenant data of all occupants as of April 1, 2014, and April 1, 2015. Tenant data for each rental unit shall include: (1) the address and apartment number of each rental unit; (2) the number of occupants authorized by the city to reside at each rental unit; (3) the number of occupants residing at each unit; and (4) the number of minor children (under the age of 18) living at each unit. Accepting tenants who do not have minor children shall not be considered a per se violation of this Predetermination Settlement Agreement. Respondents acknowledge, however, that the familial status of the prospective tenant or applicant cannot be a motivating factor in Respondent’s rental decision-making.

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

Jeffrey T. Jones, RESPONDENT

Date

Angela Williams, COMPLAINANT

Date

Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION