

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 07-19-73876
HUD# 07-19-2631-8

PARTIES TO THE SETTLEMENT AGREEMENT

RESPONDENTS

EAST VILLAGE SQUARE APARTMENTS, LP
696 18th Street
Des Moines, Iowa 50314-1078

PERENNIAL PROPERTIES MANAGEMENT SERVICES, LLC
696 18th Street
Des Moines, Iowa 50314-1078

LINDA GLOVER
696 18th Street
Des Moines, Iowa 50314-1078

COMPLAINANT

LESLIE BRIDGES
333 E Grand Avenue, Apt 214
Des Moines, Iowa 50309-1960

and

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

Description of the Parties: Complainant alleges her upstairs neighbor began harassing her in January 2019 by stalking her, following her wherever she goes, knocking on her door, touching her inappropriately, and offering her illegal drugs. Complainant has reported his behavior to Respondent Property Manager Linda Glover and she has done nothing to stop his harassing behaviors. By failing to take reasonable action to stop the harassment, Complainant alleges Respondents encouraged and engaged in continuing sex-based harassment. The subject property is a 115-unit apartment complex, located at 333 E Grand Ave, Des Moines, Iowa 50309.

Terms of Settlement: A complaint having been filed by Complainant against Respondents 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. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant 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 that the Federal Fair Housing Act, as amended, 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 therewith, because of the person’s race, color, religion, sex, disability, familial status, national origin, or disability.
42 U.S.C. 3604(b), 3604(f)(2) (§ 804 of the Fair Housing Act).

3. Respondents acknowledge the FHA and ICRA 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 and to the extent that the accommodation does not cause undue financial or administrative burden or fundamentally alter the nature of the provider’s operations. 42 U.S.C. 3604(f)(3)(b) (§ 804(f)(3)(b) of the Fair Housing Act); Iowa Code § 216.8A(3)(c)(2).
4. Respondents acknowledge the FHA and ICRA make it unlawful to discriminate against another person 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 a disability. 42 U.S.C. 3604(f)(2)(a) (§ 804(f)(2)(a) of the Fair Housing Act); Iowa Code § 216.8A(3)(b)(1).
5. Respondents acknowledge their obligation under the FHA and ICRA to allow assistance animals as a reasonable accommodation when necessary to permit an individual with a disability equal opportunity to use and enjoy a dwelling. See Iowa Code §§ 216.8B, .8C.

Voluntary and Full Settlement

6. 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.
7. 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.

8. 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.
9. 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

10. 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

11. 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, 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.

New Policy and Procedures

12. Within thirty (30) of the execution of this Settlement Agreement, Respondents agree to adopt and implement specific, uniform, and objective written standards, procedures, and forms for receiving and handling complaints of harassment by tenants from other tenants. Respondents' policy shall be required to be approved by the Iowa Civil Rights Commission.

Respondents agree within thirty (30) days of the execution of this Settlement Agreement to send documentation to the Commission detailing Respondents' adopted standards and procedures with a copy of the standards, procedures, and forms.

Within thirty (30) days of the execution of this Settlement Agreement, Respondents agree to make the policy and forms readily available at each of their property management office locations, in a conspicuous location easily viewable to tenants and prospective tenants.

Relief for Complainant

13. Within seven (7) days of the date on the Commission's Closing Letter, Respondents agree to pay Complainant \$1,500.00 without any deductions. \$500.00 of this amount represents the

Leslie Bridges, COMPLAINANT

Date

Elizabeth Johnson, EXECUTIVE DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date