

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 12-13-65145

HUD# 07-14-0158-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENT

JOSEPH MADONIA

1727 Casady Drove

Des Moines, Iowa 50315

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, on June 7, 2013, Respondent published an advertisement for a large two-bedroom apartment for rent that stated, "PERFECT FOR SINGLE PERSON OR COUPLE," indicating a preference or limitation or discrimination based on familial status, the presence of minor children in the household. Respondent owns and manages the subject property, a two-bedroom apartment, located at 208 East Army Post Road, Des Moines, IA 50315.

Respondent sent documentation to the Commission stating that one bedroom was 11.5' x 14' (143 sq. ft.) and the second bedroom was 11' x 13' (159.8 sq. ft.). Per the City of Des Moines Municipal Code, if more than one person occupies a bedroom, there must be 50 sq. ft. per person. As a result Respondent's 11.5' x 14' bedroom could house three people and the 11' x 13' bedroom could house two people, or a total of five 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. 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. And as part of such review, Respondent agrees 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. 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 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 Training

10. Respondent Joseph Madonia 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.

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 his rental properties and not reference a preferred type of tenant(s)/occupant(s). Respondent agrees all future advertising in newspapers, pamphlets, brochures, signs, 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 Settlement Agreement, Respondent agrees all future advertisements in newspapers, pamphlets, brochures, signage, other promotional literature, and on any Internet website for all rental units other than efficiency apartments will include the following language: "Families with children are welcome."

For 12 months following the execution of this Settlement Agreement, Respondent agrees to send a copy of the first advertisement with the above stated language to the Commission, within ten (10) days of distributing the advertisement.

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 acknowledges the statement, "Perfect for single person or couple," discourages families with minor children from making application because it indicates such families are not solicited or welcome as tenants. Respondent acknowledges making such a statement in the future will violate Federal and State Fair Housing Laws. 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.

12. For 12 months following the execution of this Agreement, Respondent also agrees to retain copies of all advertising in newspapers and Internet websites, pamphlets, brochures, all other promotional literature and will take photos of any signage (with the corresponding dates they were distributed or displayed) if requested by the Commission, Respondent agrees to provide copies of all advertising in newspapers and Internet websites, pamphlets, brochures, other promotional literature, and photos of signage for any particular period of time within the twelve-month period stated above, within thirty (30) days of such request.

Demographics

13. On an annual basis for the next eighteen months, Respondent agrees to provide "tenant data" of all occupants at his rental properties to the Commission. On or before April 15, 2014, and October 15, 2015, Respondent agrees to provide tenant data of all occupants as of March 1, 2014, and September 1, 2015. Tenant data for each rental unit shall include: (1) the address and apartment number of each rental property; (2) the number of occupants residing at each apartment; and (3) the number of minor children (under the age of 18) living at each apartment.

Relief for Complainant

14. Respondents agree to follow the City of Des Moines' rental code, and occupancy standards to determine the number of persons who can sleep in each bedroom, in each of Respondent's rental units, per the City's occupancy standards.

Reporting and Record Keeping

15. 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.

16. For 12 months following the execution of this Settlement Agreement, Respondent agrees to send a copy of his first advertisement, with the language "Families with children are welcome," to the Commission, within ten (10) days of distributing or displaying the advertisement, as evidence of compliance with Term 11 of this Agreement.

17. On an annual basis for the next eighteen months, Respondent agrees to provide "tenant data" of all occupants at his rental properties to the Commission. On or before April 15, 2014, and October 15, 2015, Respondent agrees to provide tenant data of all occupants as of March 1, 2014, and September 1, 2015. Tenant data for each rental unit shall include: (1) the address and apartment number of each rental property; (2) the number of occupants residing at each apartment; (3) the number of minor children (under the age of 18) living at each apartment, as evidence of compliance with Term 12 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

Joseph Madonia, RESPONDENT

Date

Angela Williams, COMPLAINANT

Date

Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION