

# **PREDETERMINATION SETTLEMENT AGREEMENT**

CP# 06-15-67521  
HUD# 07-15-0494-8

PARTIES TO THE SETTLEMENT AGREEMENT:

## **RESPONDENTS**

### **KELLEY PROPERTY MANAGEMENT**

2750 1<sup>ST</sup> Avenue NE Suite 230  
Cedar Rapids, Iowa 52402

### **RNEW, LLC – SERIES 76**

2750 1<sup>ST</sup> Avenue NE Suite 230  
Cedar Rapids, Iowa 52402

## **COMPLAINANTS**

### **MWANGILWA MULONDA**

1700 East Avenue NW  
Cedar Rapids, Iowa 52402

### **ZAWADI MUDIRWA**

1700 East Avenue NW  
Cedar Rapids, Iowa 52402

and

### **IOWA CIVIL RIGHTS COMMISSION**

400 East 14<sup>th</sup> Street  
Des Moines, Iowa 50319

#### Description of the Parties:

Complainants alleged Respondents billed them unfairly for damages caused by acts of nature and normal wear and tear based on their national origin. Complainants claim Respondents would not have billed tenants of American origin for similar damages. Respondents own or manage the subject property, a 12-unit apartment complex located at 3760 12<sup>th</sup> Avenue SW, Cedar Rapids, Iowa 52402.

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 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 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 Fair Housing Act).

### *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 their 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), 42 U.S.C. 3610(b)(4), and 24 CFR 103.330(b), 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 and subsequent billing for repair costs are consistently fair and objective. Respondents agree to follow the provisions of Iowa Code §562A.12 regarding the disposition of tenants' security deposits tendered to them pursuant to the lease agreement. Respondents agree all tenant rules, regulations and lease agreements will be enforced fairly and without discrimination, harassment, or retaliation.

*Fair Housing Poster*

10. Within thirty (30) of the execution of this Settlement Agreement, Respondents agree to place the federal Fair Housing Poster (English and Spanish) in their property management office, in a conspicuous location, easily viewable to tenants and prospective tenants. The Fair Housing Posters can be obtained online at:  
[http://portal.hud.gov/hudportal/documents/huddoc?id=Fair\\_Housing\\_Poster\\_Eng.pdf](http://portal.hud.gov/hudportal/documents/huddoc?id=Fair_Housing_Poster_Eng.pdf)  
[http://portal.hud.gov/hudportal/documents/huddoc?id=Fair\\_Housing\\_Poster\\_Sp.pdf](http://portal.hud.gov/hudportal/documents/huddoc?id=Fair_Housing_Poster_Sp.pdf)

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

## *Relief for Complainant*

### *Neutral Reference*

11. Respondents agree they will provide a neutral response to all future landlord reference checks or inquiries regarding Complainants' tenancy at Respondents' property. Respondents agree to provide neutral responses to all requests for Complainant, whether verbal or written. Respondents agree, upon request by any prospective landlord, they will provide the dates of Complainants' tenancy, that Complainants always paid their rent on time, and were in good standing when they moved out of apartment #2 on November 30, 2014. Respondents agree they will not provide any negative information or communicate any issue or concern regarding Complainants' tenancy, including the filing of this complaint.

Within seven (7) days of the Respondents' receipt of a Closing Letter from the Commission, Respondents agree to send Complainant a neutral landlord reference letter. The Landlord letter will document the dates of Complainants' tenancy, that Complainants always paid their rent on time, and were in good standing when they moved out of apartment #2 on December 31, 2014

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, and a copy of the note placed in Complainant's tenant file describing Respondents' responsibility to provide verbal and written neutral landlord references for Complainant.

### *Rescission of Bill for Damages*

12. On December 31, 2014, Respondents issued Complainants a bill demanding \$1,400.61 for alleged damages. Respondents now agree to rescind that bill and waive any claim for any amount of money owed by Complainants for any and all claimed damage to their former apartment. Respondents agree they will not pursue recovery in small claims court or in any other process or proceeding for any monies that Complainants or their co-signer, Misheli Mbaka, may owe Respondents for any alleged damages. Respondents agree and acknowledge that upon executing this Agreement, Complainants' final account statement will reflect a \$0.00 balance.

Complainants and Misheli Mbaka agree they will not pursue recovery of their \$650 security deposit in small claims court or in any other process or proceeding.

*Reporting and Record-Keeping*

13. Within ten (10) days of displaying the posters, Respondents shall forward to the Commission objective evidence verifying the fair housing posters have been posted, as evidence of compliance with Term 10 of this Agreement.
14. Within seven (7) days of receiving a Closing Letter from the Commission, Respondents agree to send a copy of the landlord reference letter to Complainants, and the Commission, with a copy of the note placed in Complainants' tenant file describing Respondents' responsibility to provide verbal and written neutral landlord references for Complainants, as evidence of compliance with Term 11 of this Agreement

**All required documentation of compliance must be submitted to:**

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

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Kelley Property Management, RESPONDENT

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Date

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Renew, LCC – Series 76, RESPONDENT

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Date

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Mwangilwa Mulonda, COMPLAINANT

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Date

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Zawadi Mudirwa, COMPLAINANT

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Date

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Misheli Mbaka,  
CO-SIGNER OF COMPLAINANTS' LEASE AGREEMENT

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Date

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Kristin H. Johnson, EXECUTIVE DIRECTOR  
IOWA CIVIL RIGHTS COMMISSION

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Date