

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 07-15-67673
HUD# 07-15-0543-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

WARREN MCDUFFFIE
Kacena Real Estate Management, LLC
755 East 2nd Avenue
Coralville, Iowa 52241

KACENA REAL ESTATE MANAGEMENT, LLC
755 East 2nd Avenue
Coralville, Iowa 52241

JUDITH R BUCHANAN
330 West Park Road
Iowa City, Iowa 52246

COMPLAINANTS

KHALDA MUSA
Iowa City, Iowa

MAMOUN OSMAN
Iowa City, Iowa

and

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

Description of the Parties:

Complainants allege Respondents refused to rent to them based on their national origin (Sudanese), race (African), and religion (Muslim). Complainants also allege Respondent Warren McDuffie treated them differently in the showing of the subject property based on their national origin, race, and religion. Complainants claim McDuffie did not greet them or engage them in any meaningful discussion during the showing of the subject property, but in contrast he was very nice and engaging with a Caucasian female who viewed the property at the same time. Respondents own or manage the subject property, a single-family home located at 1108 Wylde Green Road, Iowa City, Iowa 52246.

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 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. Iowa Code § 216.8(1)(a).

Respondents acknowledge the Fair Housing Act (FHA) makes it unlawful to refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, color, religion, sex, familial status, or national origin. 42 U.S.C. 3604(a) (§ 804(a) of the Fair Housing Act).

3. Respondents acknowledge that every person in the United States is protected by the FHA and ICRA. A person’s immigration status does not affect his or her federal or state fair housing rights. The ICRA prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status, disability, sexual orientation, and gender identity. Such discrimination is illegal regardless of the person’s immigration status.

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 Complainants that any claims asserted in their 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. 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

8. 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

9. 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.

Rental Application Policy, Process, and Practice

10. Respondents acknowledge their commitment to ensure that all potential applicants and applicants are treated professionally and with courtesy and respect. Respondents agree the processing of all rental applications will be done in a consistent, fair, and objective manner, and in accordance with state and federal fair housing laws.

Fair Housing Training

11. Respondents agree Respondent Warren McDuffie 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 laws prohibiting discrimination based on national origin, race and religion. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

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

Relief for Complainant

12. Within ten (10) days of their receipt of a Closing Letter from the Commission, Respondents agree to add the following edited language from their website to the top of all of their posted or printed application for tenancy:

To be considered as a tenant with K-rem you must first fill out a rental application. There is a \$20 application fee if it is turned in to the office and a \$25 fee if done online. K-rem will perform a credit check, an Iowa criminal background check and will also check rental references. A minimum credit score of 600 is required to be approved. We will also check to make sure that the rent and utilities on the unit you are applying for are not more than 34% of your total monthly income.

There is also a gray area which we will evaluate applications on a case-by-case basis. For example, if your credit is under 600 we may consider alternative arrangements such as increasing your deposit or, if you have no rental history, requiring a co-signer, in order to qualify you as a tenant here. Students who receive financial aid or help from their families should indicate this on their applications and such information shall be taken into consideration.

Respondents also agree to send documentation to the Commission, verifying the above stated language has been added to all their applications, within ten (10) days of modifying their applications.

Reporting and Record-Keeping

13. Respondents shall forward to the Commission objective evidence of the successful completion of fair housing 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 Terms 11 of this Agreement.

14. Within ten (10) days of their receipt of a Closing Letter from the Commission, Respondents also agree to send a copy of their modified Application For Tenancy form to the Commission, verifying criteria language has been added to all their applications, as evidence of compliance with Term 13 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

Warren McDuffie, RESPONDENT

Date

Kacena Real Estate Management, LLC, RESPONDENT

Date

Judith R. Buchanan, RESPONDENT

Date

Khalda Musa, COMPLAINANT

Date

Mamoun Osman, COMPLAINANT

Date

Kristin H. Johnson, EXECUTIVE DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date