

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 04-14-65616

HUD# 07-14-0386-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

NORWALK PARK APARTMENTS

Attn: Oswald Investments

PO Box 456

Granger, Iowa 50109

T & L PROPERTIES, LLC

PO Box 456

Granger, Iowa 50109

EMILY CROW

PO Box 456

Granger, Iowa 50109

COMPLAINANT

MADLINE DAUGHARTHY

918 East 17th Street Apartment 3

Norwalk, Iowa 50211

and

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties:

Complainant alleged Respondents failed to provide a reasonable accommodation by refusing to allow two assistance animals, after she was added to her sister, Margaret Stone's, lease and moved in with a second assistance animal. Complainant alleged this denial resulted in different terms, conditions or privileges of rental based on disability. Complainant further alleged Respondents committed a discriminatory practice on March 19, 2014 when they forced her to sign a mutual agreement to terminate her lease effective April 30, 2014. Respondents deny having discriminated against Complainant, but agree to settle this claim in the underlying action by entering into this Predetermination Settlement Agreement. Respondents own or manage the subject property, a 16-unit apartment complex located at 918 East 17th Street, Apartment 3, Norwalk, IA 51001.

A complaint having been filed by Complainant 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 Fair Housing Act (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); Iowa Code § 216.8A(3)(c)(2).

3. 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 a person residing in or intending to reside in the dwelling because of a disability. 42 U.S.C. 3604(f)(2)(b); Iowa Code § 216.8A(3)(b)(2).

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. 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), 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. 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.

Fair Housing Posters

9. Respondents agree to place the federal Fair Housing Poster (English and Spanish) in each of their rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants. Fair Housing Posters in English may be obtained online from the Commission's website at: http://www.state.ia.us/government/crc/docs/fair_housing_poster_july_2008.pdf

The corresponding version in Spanish may be obtained at:

http://www.state.ia.us/government/crc/docs/fair_housing_spanish_july08.pdf.

Respondents also agree to send documentation to the Commission, verifying the posters have been placed, with the address of the rental office where the posters are displayed, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of receiving a Closing Letter from the Commission.

Landlord Reference

10. Respondents agree they will provide a neutral response to all future landlord reference checks or inquiries regarding Complainant's tenancy at Respondents' property. Respondents agree they will provide the dates of Complainant's tenancy and will report Complainant fulfilled the requirements of her lease agreement. Respondents agree they will not provide any negative information or communicate any issue or concern regarding Complainant's tenancy, including the filing of this complaint.

Respondents agree to note in Complainant's tenant file information describing this promise and responsibility concerning a neutral reference within seven (7) days of receiving a Closing Letter from the Commission. Respondents' obligation to provide a neutral reference is mutually dependent on Complainant's promise that upon vacating the subject property she leaves the rental unit in clean and undamaged condition, normal wear and tear excepted.

In addition, Respondents agree to send Complainant a general landlord reference letter within seven days of Complainant vacating the subject property. The letter will state the dates of Complainant's tenancy, and that she fulfilled the requirements of her lease agreement.

Respondents also agree to send documentation to the Commission verifying that the above referenced requirement has been noted in Complainant's tenant file and that the tenant reference letter has been sent to Complainant.

11. Respondents agree to release Complainant from the terms of her rental agreement effective May 31, 2014. Respondents agree to consider Complainant's departure as a mutually agreed-upon termination of tenancy.

Respondents agree all tenant rules, regulations and lease agreements will be enforced fairly and without discrimination or retaliation. Complainant agrees to follow the terms of her lease agreement and all Respondents' rules and regulations.

Once Complainant has vacated the subject property, Respondents agree to do a check-out of the rental unit, with Complainant and her representative present, to confirm that it has been turned over to Respondents in good condition and without damage; normal wear and tear excepted.

Respondents agree to follow the provisions of Iowa Code § 562A.12 Uniform Residential Landlord and Tenant Law.

Within seven (7) days of disbursing the rental deposit monies, Respondents agree to submit a written report to the Commission, detailing any charges deducted from Complainant's rental deposit for cleaning or damage to Apartment 3.

12. Respondents agree to remove from Complaint's tenant file and Respondents' records all documents related to allegations of non-compliance, including:

- Mutual Agreement to Terminate Lease issued to Complainant on March 19, 2014
- Threats to evict Complainant made prior to the signing of this Agreement

Within seven (7) days of receiving a Closing Letter from the Commission, Respondents agree to send a letter to both Complainant and the Commission, stating Respondents have removed from Complainant's tenant file and Respondents' records all documents related to allegations of non-compliance.

Reporting and Record-Keeping

13. Respondent shall forward to the Commission objective evidence that the fair housing posters have been displayed, as evidence of compliance with Term 9 of this Agreement.

14. Respondent agree to send documentation to the Commission verifying that Respondents have made a note in Complainant's tenant file to provide a neutral landlord reference and sent Complainant a neutral tenant reference letter,

as evidence of compliance with Term 10 of this Agreement.

15. Respondent agree to send documentation to the Commission verifying that Respondents have followed the provisions of Iowa Code § 562A.12 Uniform Residential Landlord and Tenant Law regarding Complainant's rental deposit. Within seven (7) days of disbursing the rental deposit monies,

Respondents agree to submit a written report to the Commission, detailing any charges deducted from Complainant's rental deposit for cleaning or damage for Apartment 3 as evidence of compliance with Term 11 of this Agreement.

16. Within seven (7) days of receiving a Closing Letter from the Commission, Respondents agree to send a letter to both Complainant and the Commission, stating Respondents have removed from Complaint's tenant file and Respondents' records all documents related to allegations of non-compliance made prior to the signing of this Settlement Agreement 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

Signatures on the Following Page (Page 6)

Norwalk Park Apartments, RESPONDENT

Date

T & L Properties, LLC, RESPONDENT

Date

Emily Crow, RESPONDENT

Date

Madeline Daugharthy, COMPLAINANT

Date

Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION