

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 05-15-67330
HUD# 07-15-0421-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

WARREN PROPERTIES, INC
PO Box 915
Rancho Santa Fe, California 92067

FRANK R. WARREN (TRUSTEE) AND JOANNE C. WARREN (TRUSTEE)
PO Box 469114
Escondido, California 92046

FRANK R. WARREN (TRUST) AND JOANNE C. WARREN (TRUST)
PO Box 469114
Escondido, California 92046

COMPLAINANT

LARRY REYNOLDS
7800 Iltis Drive G64
Urbandale, Iowa 50322

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 add an additional parking space designated for persons with disabilities, and this resulted in different terms, conditions or privileges of rental, based on disability. Respondents own or manage the subject property, a 331-unit apartment complex located at 3050 University Avenue, West Des Moines, Iowa 50266.

Based on information provided by Respondent, Joanne C. Warren, and verified by the Commission, Frank R. Warren (Trustee) will be removed as a signatory. Respondent Joanne C. Warren provided information that, Frank R. Warren died on January 26, 2014.

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 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).

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 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).
4. 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) (§ 804(f)(3)(b) of the Fair Housing Act); Iowa Code § 216.8A(3)(c)(2).

Voluntary and Full Settlement

5. 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.
6. 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 his complaint are not fully meritorious.
7. 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.
8. 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

9. 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

10. 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.

Security Deposit/Damages Policy

11. Respondents acknowledge their commitment to ensure that all cleaning and damage assessments, fees 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.

Parking for Persons with Disabilities

12. Respondents agree to abide by the FHA and ICRA, as well as Iowa Code Chapter 321L and Iowa Administrative Code 661- Chapter 18 "Parking for Persons with Disabilities," when receiving and handling reasonable accommodation requests for designated or assigned parking by tenants or prospective tenants with disabilities.

Find Chapter 321L at <https://www.legis.iowa.gov/docs/code/321L.pdf> .

Find Chapter 18 at

<https://www.legis.iowa.gov/law/administrativeRules/rules?agency=661&chapter=18&pubDate=07-22-2015> .

Find ICRC's Factsheet: Parking for Persons with Disabilities and Fair Housing:

https://icrc.iowa.gov/sites/files/civil_rights/publications/2012/FactsheetParking_0.pdf .

Fair Housing Poster

13. 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 at Warren House/Terrace in West Des Moines, IA, 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_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

14. On May 31, 2015, Complainant moved out of the subject dwelling. Within seven (7) days of receiving a Closing Letter from the Commission, Respondents agree to pay Complainant One Thousand Four Hundred Dollars (\$1,400) without any deductions. Six Hundred Dollars (\$600.00) of the \$1,400 settlement monies will be considered a return of Complainant's \$600 pet deposit. Forty Dollars (\$40) of Complainant's \$1,400 settlement monies will be considered a return of a \$40 late fee that was originally withheld from Complainant's \$250 security deposit. Complainant shall be fully liable for any taxes associated with the settlement amount. Respondents agree the \$1,400 Settlement Check will be made out to Larry Reynolds and will be mailed to Natalie Burnham at the Commission at the address listed on page one (1) of this Agreement. Mr. Reynolds will pick the check up at the Commission and sign a acknowledge receipt form.

Reporting and Record-Keeping

15. 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 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 Properties, Inc., RESPONDENT	_____ Date
_____ Joanne C. Warren (Trustee), RESPONDENT	_____ Date
_____ Frank R. Warren (Trust), RESPONDENT	_____ Date
_____ Joanne C. Warren (Trust), RESPONDENT	_____ Date
_____ Larry Reynolds, COMPLAINANT	_____ Date
_____ Kristin H. Johnson, EXECUTIVE DIRECTOR IOWA CIVIL RIGHTS COMMISSION	_____ Date