

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 11-19-74242
HUD# 07-20-3126-8

PARTIES TO THE SETTLEMENT AGREEMENT

RESPONDENTS

GERALD A BRANDHORST
4400 W. Shaulis Rd
Cedar Falls, IA 50613-9594

COMPLAINANT

REGINALD SALLIS
414 Cottage Street
Waterloo, Iowa 50703-9594

and

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

Description of the Parties: Complainant is a person with disabilities. Complainant has made complaints about the potholes in the driveway of the subject property. Complainant has made complaints about bed bugs and cockroaches in his apartment. Complainant alleges Respondent failed to respond to his repair requests. On August 26, 2019, Respondent served Complainant with a 30-day termination of tenancy notice. Complainant alleges Respondents terminated his tenancy based on disability. Respondent denies having discriminated against Complainant, but agrees to settle this claim in the underlying action by entering into this Predetermination Settlement Agreement. The subject property is multifamily property located at 2836 Independence Ave, Apartment 3, Evansdale, Iowa 50707-2661.

Terms of Settlement: A complaint having been filed by Complainant against Respondents with 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 that the Federal Fair Housing Act, as amended, 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 therewith, because of the person's race, color, religion, sex, disability, familial status, national origin, or disability.

42 U.S.C. 3604(b), 3604(f)(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 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)(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 his 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), 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 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 Training

10. Respondent agrees that Gerald Brandhorst and current employees or agents who are presently, or may in the future be, involved in the management or operation of residential housing 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 include an overview of fair housing laws, but will emphasize the law regarding non-discriminatory treatment of individuals with disabilities. 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

Fair Housing Poster

11. Within thirty (30) of the execution of this Settlement Agreement, Respondents agree to place the Fair Housing Poster (English and Spanish) at their management office or the subject property. The Fair Housing Posters can be obtained online at:

<http://icrc.iowa.gov/sites/default/files/publications/2015/2015FairHousingPosterGeneral.pdf>

<http://icrc.iowa.gov/sites/default/files/publications/2015/2015FHPosterGeneralSpanish.pdf>

Respondents 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

12. Within seven days of receiving a Closing Letter from the Commission, Respondent Gerald A Brandhorst agrees to pay Complainant two hundred dollars (\$200.00) without any deductions. Respondent agrees the Settlement Check will be made out to Reginald Sallis and mailed to him via certified mail to the address on the cover page of this agreement.

Within seven days of receiving a Closing Letter from the Commission, Respondents agree to send a copy of the Settlement Check to the Commission.

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 Term 10 of this Agreement.
- 14. Within thirty (30) days of the execution of this Settlement Agreement, Respondents shall submit objective evidence that Respondents have displayed the fair housing posters, in compliance with Term 11 of this Agreement.
- 15. Within seven days of receiving a Closing Letter from the Commission, Respondents agree to send a copy of the Settlement Check to the Commission, as evidence of compliance with Term 12 of this Agreement.

All required documentation of compliance must be submitted via email or U.S. Mail to:

Dean Meester
Iowa Civil Rights Commission
Grimes State Office Building
400 East 14th Street
Des Moines, Iowa 50319
dean.meester@iowa.gov
Telephone: 515-281-3001

Gerald A. Brandhorst, RESPONDENT _____
Date

Reginald Sallis, COMPLAINANT _____
Date

Elizabeth A. Johnson, EXECUTIVE DIRECTOR _____
IOWA CIVIL RIGHTS COMMISSION Date