

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 05-15-67444

HUD#

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

MONICA MUHAMMAD

Anawim Apartments

2024 Forest Avenue Suite 101

Des Moines, Iowa 50311

ANAWIM HOUSING, INC.

2024 Forest Avenue Suite 101

Des Moines, Iowa 50311

COMPLAINANT

TRACY SCHRIER

2540 Capitol Avenue

Des Moines, Iowa 50317

and

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties:

Complainant alleged Respondents discriminated against her by coercing her into giving a 30-day notice to vacate, denying her subsequent request to rescind her 30-day notice, and denying her month-to-month tenancy, which resulted in different terms, conditions, or privileges of rental based on disability. 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 six-unit apartment complex located at 2024 Forest Avenues, Des Moines, Iowa 50311.

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).

3. Respondents acknowledge the Federal Fair Housing Act (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); Iowa Code § 216.8A(3)(b)(1).

#### 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. 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. 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 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.

## Neutral Reference

11. 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 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 Complainant's tenancy, that they will state or report that Complainant was in good standing when she moved out of her apartment on June 8, 2015. 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.

Within seven (7) days of 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 Complainant's tenancy, and that she was in good standing when she moved out of her apartment on June 8, 2015.

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.

## Relief for Complainant

12. Within seven days (7) days of receiving a Closing Letter from the Commission, Respondents agree to return Complainant's Three Hundred Dollars (\$300.00) security deposit without any deductions (that was originally withheld for alleged carpet damage). Complainant shall be fully liable for any taxes

associated with the settlement amount. Respondents agree the Settlement Check will be made out to Tracy Schrier and will be mailed to Ms. Schrier at the address listed on page one (1) of this Agreement.

Within seven days (7) days of receiving a Closing Letter from the Commission, Respondents agree to send a copy of the settlement check to the Commission.

13. Respondents agree all tenant rules, regulations and lease agreements will be enforced fairly and without harassment, discrimination or retaliation. Respondents agree that when Complainant vacated the subject dwelling on June 8, 2015 she was a tenant in good standing and will be considered for future housing with Respondents, based on available housing, as long as Complainant continues to meet Respondents' income and eligibility requirements.

Should Complainant enter into a new Lease Agreement with Respondents in the future, Complainant agrees to follow Respondents' rules and regulations and lease agreement.

#### Reporting and Record-Keeping

14. 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.

15. Within seven (7) days of receiving a Closing Letter from the Commission, Respondents agree to send a copy of the landlord reference letter to Complainant, and the Commission, with a copy of the note placed in Complainant's tenant file describing Respondents' responsibility to provide a verbal and written neutral landlord reference for Complainant, as evidence of compliance with Term 11 of this Agreement.

16. Within seven days (7) 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 to:

Don Grove, Supervisor of Housing Investigations

Grimes State Office Building

400 East 14th Street,

Des Moines, Iowa 50319

---

Monica Muhammad, RESPONDENT	Date
-----------------------------	------

---

Anawim Housing, Inc., RESPONDENT	Date
----------------------------------	------

---

Tracy Schrier, COMPLAINANT	Date
----------------------------	------

---

Kristin H. Johnson, Executive DIRECTOR	Date
--	------

IOWA CIVIL RIGHTS COMMISSION

Total Value to Complainant \$300 deposit monies returned