

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 10-11-61523

HUD# 07-12-0053-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

JAMES SPICER

P O Box 115

Melcher, Iowa 50163

JOYCE SPICER

P O Box 115

Melcher, Iowa 50163

COMPLAINANT

DAN SMITH

7209 SE 5th Street Apartment 73

Des Moines, IA 50315

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties: Complainant Dan Smith alleged Respondents discriminated against his family by changing the terms and conditions of his rental due to familial status. On September 2, 2011, Complainant and his girlfriend signed a lease agreement and Complainant's girlfriend told Respondents two children would reside with them. On September 9, 2011, Complainant and his girlfriend moved into the rental unit with six children. Complainant alleged when Respondents learned six children would reside at the dwelling instead of two they subsequently demanded an extra \$800 deposit, \$100 additional rent per month and required monthly inspections of the subject property. On September 11, 2011, Complainant and his girlfriend moved out of the subject property alleging constructive eviction. Respondents alleged the subject property did not meet square footage requirements for "Habitable Space" for eight occupants as defined by the City of Des Moines' rental code and occupancy standards. Respondents own and manage the subject property, a single dwelling home, located at 1105 Wade Street, Des Moines, IA 50315.

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 Law

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 Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.

2. Respondents acknowledge Federal and State Fair Housing Laws 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 race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status.

42 .S.C. 3604(b); Iowa Code § 216.8(1)(b).

3. Respondents acknowledge that under Federal and State Fair Housing Laws Landlords may not charge higher rents or deposits for families with children. Landlords should not charge additional fees per person, unless the landlord pays the utilities and there is a reasonable correlation between the fees and the actual costs of the utilities.

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. The parties agree the terms of this Agreement shall be subject to public disclosure unless Complainant and Respondents agree otherwise, and the Commission determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.

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, and with regard to any and all other matters, 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. Respondents agree James and Joyce Spicer 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 law regarding the prohibition of discrimination against families with children. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

Respondent also agrees to send documentation to the Commission, verifying the fair housing training has been completed, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of completing the training.

Relief for Complainant

Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION

Total value to C \$1,315