

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 06-13-64370

HUD# 07-13-0597-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

FALCON CREST VILLAGE APARTMENTS, LP

Oswald Investments, LLC

P.O. Box 456

Granger, IA 50109

T & L PROPERTIES, LLC

P.O. Box 456

Granger, IA 50109

BRIAN MCKEE

c/o T & L Properties, LLC

P.O. Box 456

Granger, IA 50109

COMPLAINANT

ROBERT SPARLIN

224 4TH Street Apartment 8

De Witt, IA 52742

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties:

Complainant Robert Sparlin alleged Respondents failed to provide a reasonable accommodation by denying his request to pay his rent on the third of each month instead of the first of each month, as a modification of the terms of the rental agreement with regard to on-time payment of rent, which resulted in different terms and conditions of rental based on disability. Respondents own or manage the subject property, a 12-unit apartment complex, located at 224 4th Street Apartment 8, De Witt, IA 52742.

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. The parties acknowledge Federal and State Fair Housing Laws state a person shall not 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)(2).

3. The parties acknowledge Federal and State Fair Housing Laws 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.

42 U.S.C. 3604(f)(3)(b); Iowa Code § 216.8A(3)(c)(2).

#### Voluntary and Full Settlement

4. The parties acknowledge this 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 Predetermination Settlement 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 Predetermination Settlement 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 Settlement 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 Poster

10. 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](http://www.state.ia.us/government/crc/docs/fair_housing_poster_july_2008.pdf) and the corresponding version in Spanish may be obtained at [http://www.state.ia.us/government/crc/docs/fair\\_housing\\_spanish\\_july08.pdf](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 each apartment complex 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

#### Relief for Complainants

11. The parties agree to treat each other with respect. Respondents agree all tenant rules, regulations and lease agreements will be enforced fairly and without harassment or discrimination. Respondents agree if Complainant has any issues that cannot be resolved directly with Respondents' staff at Falcon Crest Village in De Witt, Iowa, Complainant can contact Carrie Woerdeman at in the Corporate Office via telephone at 515-999-9160 extension 102. Complainant agrees to follow the terms of his lease agreement and all of Respondents' rules and regulations.

12. The parties acknowledge that on May 29, 2013 Respondents, and Complainant with the assistance of Law Offices of H.E.L.P/ Legal Assistance, entered into a Mutual Agreement to terminate Complainant's lease on or before July 31, 2013.

In consideration for Complainant and Respondents executing this Settlement Agreement, the parties acknowledge this Settlement Agreement will supersede any and all previous Agreements, and the Mutual Agreement to terminate Complainant's lease effective July 31, 2013 is considered null and void.

13. Respondents agree to renew Complainant's annual lease for the time period, July 1, 2013 through June 30, 2014. Respondents agree that should Complainant choose to break his lease before it expires on June 30, 2014, Complainant can give Respondents a 30-day written notice on or before the last day of the month. Respondents agree to consider Complainant's departure as a mutually agreed-upon termination of tenancy. Respondents agree not to seek any monies from Complainant for terminating his rental agreement before its June 30, 2014 expiration date.

14. Complainant agrees to pay his rent on the 3rd days of each month via automatic payment from his saving account effective July 3, 2013. Complainant agrees to complete and sign Respondents' Reasonable Accommodation On Time Payment of Rent form (Attachment 1) and Electronic Funds Transfer form (Attachment 2) and fax or email it to Natalie Burnham at the Commission at 515-242-5840

on or before Friday, June 28, 2013. Complainant agrees he will pay Property Solutions, Inc., a \$1.95 monthly fee to process this rent payment transaction electronically.

Complainant agrees to pay \$133 owed for June 2013 rent on or before July 3, 2013. Complainant agrees to get a money order and put it in the rent payment box at Falcon Crest Village Apartments on or before July 3, 2013. Respondents agree they will not charge Complainant a late fee or penalty for paying his June 2013 rent late.

Signatures on the Following Page (Page 5)

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Falcon Crest Village, RESPONDENT	Date
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T & L Properties, LLC RESPONDENT

Date

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Brian McKee, RESPONDENT

Date

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Robert Sparlin, COMPLAINANT

Date

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Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION

Total Value of Mediation Agreement \$360: R waived \$10 late for June rent, R will wave \$75 advertising fee, \$75 carpet cleaning fee and \$200 painting fee should C break lease prior to June 30, 2014. In addition, R typically charges tenants who break their lease the market value of monthly rent until the apartment is rented out. The market value for C's rent is \$630 per month.