

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 03-14-65498

HUD# 07-14-0301-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

T.G. RENTALS I RESIDENTIAL HOUSING COOPERATIVE

7431 NE 19th Lane

Ankeny, Iowa 50021

T.G. RENTALS II RESIDENTIAL HOUSING COOPERATIVE

7431 NE 19th Lane

Ankeny, Iowa 50021

T.G. RENTALS III RESIDENTIAL HOUSING COOPERATIVE

7431 NE 19th Lane

Ankeny, Iowa 50021

TG RENTALS, LC

7431 NE 19th Lane

Ankeny, Iowa 50021

COMPLAINANT

ANGELA WILLIAMS

Commissioner

Iowa Civil Rights Commission

400 East 14th Street

Des Moines, Iowa 50319

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties: Complainant is a member of the Iowa Civil Rights Commission. As a member, Complainant has the authority to file a complaint alleging a discriminatory practice in violation of the "Iowa Civil Rights Act of 1965," Iowa Code Chapter 216. Complainant alleged on June 4, 2013, Respondents published an advertisement for a one-bedroom apartment for rent that stated, "Perfect for one person," which indicates a preference, limitation, or discrimination based on familial status, the presence of minor children in the household. Respondents own and manage the subject property, an eight-unit building, located at 1810 West 1st Street, Ankeny, IA 50323.

Respondents sent documentation to the Commission stating that the bedroom was 11' 7" x 9'10" (113.9 sq. ft.). Per the City of Ankeny Municipal Code, the 11' 7" x 9'10" (113.9 sq. ft.) bedroom could sleep two people.

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 that the Federal Fair Housing Laws Act, as amended, makes it unlawful to make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, sex, disability, familial status, national origin,, or an intention to make any such preference, limitation, or discrimination. 42 U.S.C. 3604(c) (Section 804(c) of the Fair Housing Act).

Respondents also acknowledge that the Iowa Civil Rights Act makes it unlawful to make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, sex, disability, familial status, national origin, sexual orientation or gender identity, or an intention to make any such preference, limitation, or discrimination. Iowa Code § 216.8(1)(c).

3. Respondents acknowledge that the Federal Fair Housing Laws Act, as amended, makes it unlawful to refuse to sell, rent, lease, assign, sublease, refuse to negotiate, or to otherwise make unavailable, or deny any real property or housing accommodation or part, portion, or interest therein, to any person based on race, color, religion, sex, disability, familial status, national origin,, or an intention to make any such preference, limitation, or discrimination. 42 U.S.C. 3604(a) (Section 804(a) of the Fair Housing Act).

Respondents also acknowledge that the Iowa Civil Rights Act makes it unlawful to refuse to sell, rent, lease, assign, sublease, refuse to negotiate, or to otherwise make unavailable, or deny any real property or housing accommodation or part, portion, or interest therein, to any person because of the race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status of such person. Iowa Code § 216.8(1)(a).

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), 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. Respondents agree Anthony George and each of Respondents' current employees or agents who are involved in the management or operation of their residential rental properties 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 discriminatory advertising and refusal to rent due to familial status. 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.

Future Advertising

11. Respondents agree they will only market the attributes of their rental properties and not reference a preferred type of tenant(s)/occupant(s). Respondents agree all future advertising in newspapers, pamphlets, brochures, other promotional literature, and on any Internet website will no longer state a preference for any particular type of tenant based on a personal characteristic. In addition, Respondents will not state an occupancy standard that is more restrictive than the local occupancy code or that described in the Keating Memo (“Fair Housing Enforcement—Occupancy Standards; Notice of Statement of Policy (the Keating Memo),” 42 U.S.C. 3535(d), 112 Stat. 2461), which details that an occupancy standard must be carefully examined “to determine whether it operates unreasonably to limit or exclude families with children.”

For 12 months following the execution of this Agreement, Respondents agree all future advertisements in newspapers, pamphlets, brochures, yard signs, other promotional literature, and on any Internet website for all rental units other than efficiency apartments will include the following language: “Families with children are welcome.”

In addition, said advertisements for Respondents’ one-bedroom rental units may include occupancy language stating that maximum occupancy is two people per unit in adherence to the City of Ankeny Municipal Code. Attached to this Agreement is a copy of Respondents’ ad dated June 5, 2014, with said language “Families with children are welcome” (Exhibit A), and a copy of the City of Ankeny Code (Exhibit B).

For 12 months following the execution of this Settlement Agreement, Respondents agree to send a copy of the first advertisement, at each of their three rental properties, with the above stated language to the Commission, within ten (10) days of distributing the advertisement.

Respondents acknowledge property owners, managers, and agents cannot discourage families with children from seeking or making application for available rental units by making any statement, verbal or written, that indicates families with children are not welcome or not solicited as tenants. Respondents acknowledge the statement, “Perfect for single person or couple,” discourages families with minor children from making application because it indicates such families are not solicited or welcome as tenants. Respondents acknowledge making such a statement in the future will violate Federal and State Fair Housing Laws. Families may not be restricted because of safety concerns. The safety of the children is the parents’ responsibility, and the parents determine whether the unit is suitable for their family.

12. For 12 months following the execution of this Agreement, Respondents also agrees to retain copies of all advertising in newspapers and Internet websites, pamphlets, brochures, yard signs, and all other promotional literature (with the corresponding dates they were distributed) if requested by the Commission, Respondents agree to provide copies of all advertising in newspapers and Internet websites, pamphlets, brochures, yard signs, other promotional literature, for any particular period of time within the 12-month period stated above, within thirty (30) days of such request.

Demographics

13. On or before July 1, 2014, and July 1, 2015, Respondents agree to provide tenant data of all occupants at all their rental properties as of June 1, 2014, and June 1, 2015. Upon receiving tenant data for June 1, 2015, the Commission reserves the right to make an additional request for "tenant data" of all occupants at all their rental units as of October 1, 2015, such request to be made on or before October 1, 2015. The Commission will make the request in writing and Respondents agree to provide the "tenant data" to the Commission on or before November 1, 2015. Tenant data for each rental unit shall include: (1) the address and apartment number of each rental property; (2) the number of occupants residing at each apartment; and (3) the number of minor children (under the age of 18) living at each apartment.

Relief for Complainant

14. Respondents stated that they have reviewed the City of Ankeny's rental code and occupancy standards (specifically the International Property Maintenance Code, Section 404.4.1, and the City of Ankeny Municipal Code, Subsection 177.16, amending Section 404.4.1 attached hereto as Exhibit "A"), and determined that each of their rental units has a maximum occupancy of two.

Reporting and Record-Keeping

15. Respondents shall forward to the Commission objective evidence of the successful completion of 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.

16. For 12 months following the execution of this Agreement, Respondents agree to send a copy of their first advertisement for each of their three rental properties, with the language “Families with children are welcome,” to the Commission, within ten (10) days of distributing the advertisement, as evidence of compliance with Term 11 of this Agreement.

17. On or before July 1, 2014, and July 1, 2015, Respondents agree to provide tenant data of all occupants at all their rental units as of June 1, 2014, and June 1, 2015. Upon written request from the Commission, Respondent s agree to provide additional “tenant data” reporting of all occupants at all their rental units as of October 1, 2015 on or before November 1, 2015. If the Commission elects to request such data, such request shall be made on or before October 1, 2015. Tenant data for each rental unit shall include: (1) the address and apartment number of each rental property; (2) the number of occupants residing at each apartment; (3) the number of minor children (under the age of 18) living at each apartment, 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

Signatures on the Following Page (page 7)

T.G. Rentals I Residential Housing Cooperative,
RESPONDENT

Date

T.G. Rentals II Residential Housing Cooperative,
RESPONDENT

Date

T.G. Rentals III Residential Housing Cooperative,
RESPONDENT

Date

T.G. Rentals, LC, RESPONDENT

Date

Angela Williams, COMPLAINANT

Date

Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION