

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 05-15-67666
HUD# 07-15-0542-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

FRANK J. AND THERESA M. TUCKER

605 South Street
PO Box 193
Brandon, Iowa 52210

MARISSA BUTZ

605 South Street
PO Box 193
Brandon, Iowa 52210

COMPLAINANT

HEATHER WILLEY

PO Box 299
Van Horne, Iowa 52346

and

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street
Des Moines, Iowa 50319

Description of the Parties:

Complainant alleged Respondents served her with a 30-day notice of non-renewal based on her disability after she complained that they had not provided a standard 39-gallon water heater as promised. Complainant claims she is aware of tenants, who do not have disabilities, to whom Respondents have provided standard-sized water heaters. Respondents own or manage the subject property, a three-bedroom mobile home located at 503 South Street, Lot C, Brandon, Iowa 52210.

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).

Respondents acknowledge the Fair Housing Act (FHA) makes it unlawful to discriminate against any person 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 race, color, religion, sex, familial status, or national origin. 42 U.S.C. 3604(b) (§ 804(b) of the Fair Housing Act).

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)(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 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), 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.

Public Interest

Security Deposit/Damages Policy

10. Respondents acknowledge their commitment to ensure that all cleaning and damage assessments, fees, unpaid rent, and subsequent billing for repair costs are consistently fair and objective. Respondents agree to follow the provisions of Iowa Code §562A.12 regarding the disposition of tenants' security deposits tendered to them pursuant to the lease agreement. Respondents agree all tenant rules, regulations, and lease agreements will be enforced fairly and without discrimination, harassment, or retaliation.

Fair Housing Poster and Fair Housing Brochure

11. Within ten (10) of the execution of this Settlement Agreement, Respondents agree to mail or deliver to each tenant a copy of the federal Fair Housing Poster and the Commission's fair housing brochure, "Fair Housing and You" to promote fair housing.

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_Sp.pdf
ICRC's Fair Housing and You brochure can be obtained at:

https://icrc.iowa.gov/sites/files/civil_rights/publications/2013/FairHousing_English_2013.pdf

Relief for Complainant

12. On August 2, 2015, Complainant moved out of the subject dwelling. Within seven (7) days of receiving a Closing Letter from the Commission, Respondents agree to pay Complainant Two Hundred Dollars (\$200) without any deductions. This \$200.00 payment will be considered a partial return of Complainant's \$350 security deposit. Respondents will retain \$150 of the security deposit for unpaid rent, cleaning, and damages. Complainant shall be fully liable for any taxes associated with the settlement amount. Respondents agree the \$200 Settlement Check will be made out to Heather Willey and will be mailed to Ms. Willey at the address listed on page one (1) of this Agreement.

Respondents agree they will not pursue recovery in small claims court or in any other process or proceeding any monies that Complainant may owe Respondents for any alleged damages, cleaning or unpaid rent. Respondents agree and acknowledge that upon executing this Agreement, Complainant's final account statement will reflect a \$0.00 balance.

Complainant agrees she will not pursue recovery of her \$150 balance for her security deposit in small claims court or in any other process or proceeding.

Within seven (7) 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. Within ten (10) days of distributing the posters and brochures, Respondents shall forward to the Commission objective evidence verifying the fair housing posters and brochures have been distributed, as evidence of compliance with Term 11 of this Agreement.

14. Within seven (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.

Signatures on the following page (page 5)

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

Frank J. Tucker, RESPONDENT

Date

Theresa M. Tucker, RESPONDENT

Date

Marissa Butz, RESPONDENT

Date

Heather Willey, COMPLAINANT

Date

Kristin H. Johnson, EXECUTIVE DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date