

# **PREDETERMINATION SETTLEMENT AGREEMENT**

CP# 10-15-68070  
HUD# 07-16-0116-8

## **PARTIES TO THE SETTLEMENT AGREEMENT:**

### **RESPONDENTS**

#### **EDWARD D. AND JOANN L. BECKER TRUST**

3213 5<sup>th</sup> Avenue North  
Fort Dodge, Iowa 50501

#### **DARCY BECKER**

1929 North 7<sup>th</sup> Street  
Fort Dodge, Iowa 50501

### **COMPLAINANT**

#### **ANGELA WILLIAMS**

Commissioner  
Iowa Civil Rights Commission  
400 East 14th Street  
Des Moines, Iowa 50319

and

#### **IOWA CIVIL RIGHTS COMMISSION**

400 East 14<sup>th</sup> Street  
Des Moines, Iowa 50319

### Description of the Parties:

Complainant is a member of the Iowa Civil Rights Commission (hereinafter referred to as the 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 alleges, on August 20, 2015, a potential applicant with a minor child phoned Respondent Darcy Becker to inquire about an apartment to rent. Upon learning the potential applicant had a minor child; Becker stated the unit was not available to persons with minor children. She referred the potential applicant to her husband to see if they had any vacancies for families with minor children at their other properties. On August 21, 2015, Complainant alleges a potential applicant without minor children phoned Becker to inquire about the same apartment and was told to call back the following week to schedule a showing.

Complainant alleges Becker's failure to make available the available unit to the potential applicant with a minor child constitutes a refusal to rent based on familial status, and Becker's statements indicating families with minor children were not welcome as tenants and indicating an intent to steer families with children to other properties constitute discriminatory practices in violation of State and Federal Fair Housing Laws.

Respondents own or manage the subject property, a two-bedroom apartment in a 12-plex located at 525 North 28<sup>th</sup> Street, Fort Dodge, Iowa 50501.

Terms of Settlement:

A complaint having been filed by Complainant against Respondents with 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 Federal 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 FHA).

3. Respondents acknowledge the ICRA makes it unlawful 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).

Respondents acknowledge the FHA makes it unlawful 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 of race, color, religion, sex, familial status, or national origin. 42 U.S.C. 3604(a) (§ 804(a) of the FHA).

4. Respondent acknowledges that the FHA, 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).

Respondent also acknowledges that the ICRA 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).

#### *Voluntary and Full Settlement*

5. 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.
6. 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.
7. 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.
8. 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*

9. 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*

10. 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*

11. Respondents agree Darcy Becker, and each of their current employees or agents who are involved in the management or operation of 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 of discriminatory advertising, unlawful steering 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 its completion.

### *Demographics*

12. On or before February 1, 2016, Respondents agree to provide a list of all rental properties they own and/or manage by address and the number of rental units at each address.

On an annual basis for the next three years, Respondents agree to provide "tenant data" of all occupants at all rental properties they own and/or manage to the Commission. On or before February 1, 2016, February 1, 2017, and February 1, 2018, Respondents agree to provide "tenant data" as of January 1, 2016, January 1, 2017, and January 1, 2018.

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.

### *Future Advertising*

13. 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, signs, other promotional literature, and on any Internet website will not 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 Settlement Agreement, Respondents agree all future advertisements in newspapers, pamphlets, brochures, signage, 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.”

For 24 months following the execution of this Settlement Agreement, Respondents agree to send a copy of the first advertisement, for their rental property located at 525 North 28<sup>th</sup> Street, Fort Dodge, Iowa 50501, with the above stated language to the Commission, within ten (10) days of posting or publishing 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. Respondent acknowledges the statement, “Uh, no I, I don’t have any children in this particular building,” 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 State and Federal 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.

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

*Relief for Complainant*

15. Respondents agree to promote Fair Housing, by printing the Commission's fair housing brochure, "Fair Housing and You," and fact sheet "Fair Housing for Families with Children" and distributing the brochure and fact sheet to each of their rental units on or before February 1, 2016. Respondents agree to access the brochure and fact sheet on the Commission's website at:  
[https://icrc.iowa.gov/sites/files/civil\\_rights/publications/2013/FairHousing\\_English\\_2013.pdf](https://icrc.iowa.gov/sites/files/civil_rights/publications/2013/FairHousing_English_2013.pdf)

[https://icrc.iowa.gov/sites/default/files/publications/2012/FairHousingforFamilies\\_July08.pdf](https://icrc.iowa.gov/sites/default/files/publications/2012/FairHousingforFamilies_July08.pdf)

Respondents also agree to send a statement to the Commission, on or before February 1, 2016, verifying that the brochure and fact sheet were, in fact, distributed to each of their tenants with the number of rental units at each property it was distributed to.

*Reporting and Record-Keeping*

16. Respondents shall forward to the Commission objective evidence of the successful completion of fair housing 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 11 of this Agreement.
17. On or before February 1, 2016, February 1, 2017, and February 1, 2018, Respondents agree to provide to the Commission "tenant data" of all occupants at all rental properties they own and/or manage as January 1, 2016, January 1, 2017, and January 1, 2018, as evidence of compliance with Term 12 of this Agreement.
18. For 12 months following the execution of this Settlement Agreement, Respondents agree all future advertisements in newspapers, pamphlets, brochures, signage, 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."

For 24 months following the execution of this Settlement Agreement, Respondents agree to send a copy of their first advertisement, for their rental property located at 525 North 28<sup>th</sup> Street, Fort Dodge, Iowa 50501, with the language “Families with children are welcome,” to the Commission, within ten (10) days of distributing or displaying the advertisement, as evidence of compliance with Term 13 of this Agreement.

19. For 12 months following the execution of this Agreement, Respondents agree to retain copies of all advertising in newspapers and Internet websites, pamphlets, brochures, all other promotional literature and will take photos of any signage (with the corresponding dates they were distributed or displayed) if requested by the Commission. Respondents agree to provide copies of all advertising in newspapers and Internet websites, pamphlets, brochures, other promotional literature, and photos of signage for any particular period of time within the twelve-month period stated above, within thirty (30) days of such request, as evidence of compliance with Term 14 of this Agreement.
20. On or before February 1, 2016, Respondents shall send a written statement to the Commission verifying the “Fair Housing and You” brochure and “Fair Housing for Families with Children” fact sheet has been distributed to all of their tenants with the number of rental units at each property it was distributed to, as evidence of compliance with Term 15 of this Agreement.

**All required documentation of compliance must be submitted to:**

Don Grove, Supervisor of Housing Investigations  
Grimes State Office Building  
400 East 14<sup>th</sup> Street,  
Des Moines, Iowa 50319

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Edward D. and Joann L. Becker Trust, RESPONDENT

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Date

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Darcy Becker, RESPONDENT

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Date

\_\_\_\_\_  
Angela Williams, COMPLAINANT

\_\_\_\_\_  
Date

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Kristin H. Johnson, Executive Director  
IOWA CIVIL RIGHTS COMMISSION

\_\_\_\_\_  
Date