

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 06-14-65953

HUD# 07-14-0575-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENT

KEVIN HAMMOND

360 Kaufmann Avenue

Dubuque, Iowa 52001

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 April 30, 2014, Respondent published an advertisement for a one-bedroom apartment for rent that stated, "It is a small unit but cozy for a single person or couple." Complainant alleged such statement indicates a preference, limitation, or discrimination based on familial status, the presence of small children in the household. Respondent owns and manages the subject property, a 6-plex, located at 1491 Bluff Street, Dubuque, Iowa 52001.

A complaint having been filed by Complainant against Respondent 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. Respondent agrees 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. Respondent acknowledges 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).

Respondent also acknowledges 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. Respondent acknowledges 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).

Respondent also acknowledges 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. Respondent agrees the Commission may review compliance with this Agreement. And as part of such review, Respondent agrees 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 Respondent 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 Respondent 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. Respondent Kevin Hammond, and each of Respondent's current employees or agents who are involved in the management or operation of Respondent's 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.

Respondent also agrees 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. Respondent agrees he will only market the attributes of any of his residential rental properties, and not reference a preferred type of tenant(s)/occupant(s). Respondent agrees all future advertising in newspapers, pamphlets, brochures, yard signs, 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, Respondent 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, Respondent agrees 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.”

For 12 months following the execution of this Settlement Agreement, Respondent agrees to send a copy of all advertisements, with the above stated language to the Commission, within ten (10) days of distributing the advertisement.

Respondent acknowledges 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 also acknowledges families with children may not be segregated in certain buildings or properties, or in certain areas or floors of a particular complex. 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.

The Keating Memo states that HUD believes that an occupancy policy of two persons in a bedroom, as a general rule, is reasonable under the Fair Housing Act. However, the memo also states that the reasonableness of any occupancy policy is rebuttable, and should not imply that HUD will evaluate compliance solely on the number of people permitted in each bedroom. The memo outlines factors that HUD will consider when evaluating a housing provider's occupancy policies to determine whether actions under the provider's policies may constitute discriminatory conduct under the Fair Housing Act on the basis of familial status (the presence of children in a family). In appropriate circumstances, a housing provider may counter an occupancy policy of two persons per bedroom based on factors such as the number and size of sleeping areas or bedrooms, the overall size of the dwelling unit, the configuration of the unit (for example the presence of a den or small extra room), age of the children, sewer or other building systems, and existence of state or local laws. The Keating Memo in its entirety can be read online at:

http://www.fairhousing.com/index.cfm?method=page.display&pagename=HUD_resources_keatingmmo

Relief for Complainant

12. Respondent agrees to promote Fair Housing, by printing the Commission's fair housing brochure, "Fair Housing and You," and distributing the brochure to his current tenants on or before September 30, 2014. Respondent agrees to access the brochure on the Commission's website at:

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

Respondent also agrees to send a statement to the Commission, on or before September 30, 2014, verifying that the brochure was, in fact, distributed.

Reporting and Record-Keeping

13. Respondent 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.

14. For 12 months following the execution of this Settlement Agreement, Respondent agrees to send a copy of all advertisements, 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.

15. On or before September 30, 2014, Respondent will send a written statement to the Commission verifying the "Fair Housing and You," brochures have been distributed to each of his rental units, as evidence of compliance with Term 12 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

Kevin Hammond, RESPONDENT

Date

Angela Williams, COMPLAINANT

Date

Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION