

Cedar Rapids Civil Rights Commission, Case File: 3383  
The U.S. Department of Housing and Urban Development, Case File:07-13-0549-8

**CONCILIATION AGREEMENT**

BETWEEN

*STEPHANIE DANIELSEN d/b/a PREFERRED PROPERTY MANAGEMENT  
GAURAV KHATRI (UNIT OWNER)*

AND

THE CEDAR RAPIDS CIVIL RIGHTS COMMISSION  
425 SECOND STREET, SUITE 960  
CEDAR RAPIDS, IOWA 52401

ON THE COMPLAINT OF:  
*RENJANA HAREENDRAN*

## HISTORY OF COMPLAINANT'S ALLEGATIONS TO DATE

The allegations include the following:

**Section:** 804(b)

**Issue:** Terms and Conditions

**Basis:** National Origin (Indian)

**Allegation:** Refusal to Make Repairs

**Subject Property:** 6731 Creekside Drive NE, Apt 6, Cedar Rapids, IA 52402

The Complainant alleges the Respondents are discriminating against her by refusing to make repairs at her unit. She alleges that on December 7, 2012, she went to the management office with photographs of the problems in her unit and repairs that needed to be made. The Complainant alleges the repairs included the dishwasher, stove only had two out of four plates working, and the unit had never been cleaned. She alleges that Respondent Danielsen, Property Manager, was in the office during her visit, but she would not take the time to talk with her about the problems in her unit. The Complainant alleges that on March 20, 2013, her stove completely broke down and none of the plates on the stove worked. She alleges that on March 22, 2013, a maintenance person came to her unit, looked at the stove and realized that the stove did not work, and told her they would replace the stove over the weekend but did not replace the stove. The Complainant alleges that on March 26, 2013, she and her husband went to the management office to talk with Respondent Danielsen, but she still would not talk with them. She believes the Respondents refused to make said repairs due to her national origin.

## SECTION I - STANDARD PROVISIONS

1. It is understood that the signing of this Agreement does not constitute an admission by Respondent of any violation of Chapter 69 of the Municipal Code of Cedar Rapids, Iowa, and that this Agreement is entered into by the parties in a good-faith effort to amicably resolve existing disputes
2. Respondent agrees that there shall be no discrimination, harassment, or retaliation of any kind against Complainant, or any other person, for filing a charge under Chapter 69 of the Municipal Code of Cedar Rapids, Iowa; or because of giving testimony and/or assistance, or participating in any manner in any investigation, proceeding or hearing under Chapter 69 of the Municipal Code of Cedar Rapids, Iowa; or because of lawful opposition to any practice forbidden under Chapter 69 of the Municipal Code of Cedar Rapids, Iowa.
3. Respondent agrees that all housing policies and actions shall be maintained and conducted in a manner which does not discriminate on the basis of race, creed, color, sex, age, religion, national origin, sexual orientation, gender identity, familial status, marital status, physical disability, mental disability, association, or retaliation in violation of Chapter 69 of the Municipal Code of Cedar Rapids, Iowa.
4. Respondent agrees to refrain from interfering with any person in the exercise or enjoyment of the right to purchase, sell, rent, or occupy a dwelling in any manner that might result in, or be interpreted as an act of discrimination on the basis of race, color, creed, sex, age, religion, national origin, physical or mental disability, familial status or sexual orientation in violation of Chapter 69 of the Municipal Code of Cedar Rapids, Iowa.
5. Respondent agrees to accept and process the applications of all persons for occupancy of any dwelling which they own or manage, in a reasonable and prompt manner, without regard to race,

color, creed, sex, age, religion, national origin, physical or mental disability, familial status or sexual orientation in violation of Chapter 69 of the Municipal Code of Cedar Rapids, Iowa.

6. Respondent agrees to conduct all interactions with tenants of any dwelling which they own or manage in a reasonable and prompt manner, without regard to race, color, creed, sex, age, religion, national origin, physical or mental disability, familial status or sexual orientation in violation of Chapter 69 of the Municipal Code of Cedar Rapids, Iowa.
7. It is understood that the signing of this Agreement does not constitute an admission by Respondent of any violation of Chapter 69 of the Municipal Code of Cedar Rapids, Iowa, and that this Agreement is entered into by the parties in a good-faith effort to amicably resolve existing disputes.
8. 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 Cedar Rapids Civil Rights Commission, the Iowa Civil Rights Commission, The U.S. Department of Housing and Urban Development, or any other anti-discrimination agency, subject to the performance by Respondent of the promises and representations contained herein.
9. Complainant agrees that any complaint filed with any other agency, including the Iowa Civil Rights Commission and The U.S. Department of Housing and Urban Development, or any other anti-discrimination agency, which involves the issues of this complaint, shall be withdrawn upon execution of this agreement.
10. Respondent acknowledges that they have been notified of requirements in the Federal Fair Housing Act Title VIII:
  - a. Section 804(b) 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.
  - b. Section 810(c) regarding failure to comply with Conciliation Agreement as follows: Whenever the Secretary has reasonable cause to believe that a Respondent has breached a Conciliation Agreement; the Secretary shall refer the matter to the United States Attorney General with a recommendation that a civil action be filed under Section 14 for enforcement of such agreement.
  - c. The Fair Housing Act Title VIII as amended can be found at [www.HUD.gov](http://www.HUD.gov)
11. Respondent agrees that the Commission may review compliance with this Agreement. As part of such review the Commission may require written documents concerning compliance, interview witnesses, and examine and copy documents.
12. Respondent and Complainant agree not to disclose to any public news media, nor to any other public entity, the filing of this complaint or the terms of this Agreement. This does not bar Complainant from seeking counsel from an attorney or an income tax professional for tax purposes.

## SECTION II – RELIEF FOR COMPLAINANT

1. The terms of this settlement agreement were voluntarily arrived at through mediation conducted on July 2, 2013 involving Renjana Hareendran, Stephanie Danielson (Preferred Property Management), and Gaurav Khatri (Owner).
2. Renjana Hareendran, Stephanie Danielsen (Preferred Property Management), and Gaurav Khatri (Owner) agree upon the following solutions:

- a. *The Respondents will personally apologize to Renjana Hareendran.*
- b. *The Respondents will repair appliances in the apartment as needed and requested by the Complainant.*
- c. *Gaurav Khatri and Renjana Hareendran will share personal contact information to enhance and improve communication.*
- d. *Preferred Property Management will contact Renjana Hareendran within 48 hours of her initiating contact. (Example: PPM will return phone calls within 48 hours)*
- e. *Renjana Hareendran gives her notice to end her lease as of October 31, 2013 per Owner's Gaurav Khatri's approval.*
  - i. *The remainder of the lease will be a month-to-month lease.*
  - ii. *The rental amount will be \$925.00 per month.*
  - iii. *Renjana Hareendran will cooperate with Gaurav Khatri in the showings of the property in preparation for sale of the property.*
  - iv. *Gaurav Khatri may extend Renjana Hareendran's lease, if necessary.*
- f. *Gaurav Khatri gives his notice to end his Management Contract with Preferred Property Management as of October 31, 2013.*
- g. *The final payment of the last month's rent will not be held back for 30 days as listed in the Management Contract.*
- h. *PPM will handle the processing of the return of the security deposit to Renjana Hareendran.*
- i. *Prior to moving out of the property, Renjana Hareendran, will thoroughly clean the apartment and pay for the carpets to be cleaned professionally.*

### SECTION III – RELIEF FOR PUBLIC INTEREST

1. Renjana Hareendran, Stephanie Danielsen (Preferred Property Management), and Gaurav Khatri (Owner) agree that Preferred Property Management will receive Fair Housing education. This education will be arranged at the convenience of the Respondents within 90 days of the settlement agreement. The Respondent is also encouraged to call the Cedar Rapids Civil Rights Commission, 319-286-5036, whenever questions arise.
2. The terms of this agreement will not establish any precedent, nor will the agreement be used as a basis by Renjana Hareendran, Stephanie Danielsen (Preferred Property Management), and Gaurav Khatri (Owner or any representative organization to seek or justify similar terms in any civil action or subsequent case.
3. Renjana Hareendran, Stephanie Danielsen (Preferred Property Management), and Gaurav Khatri (Owner) agree that this agreement constitutes the entire agreement and there are no other terms to the agreement except those specified herein. They further agree that this agreement may not be modified without the expressed written permission of all parties involved and the Cedar Rapids Civil Rights Commission.
4. The terms of this agreement are effective upon execution by signature of all involved parties and will remain in effect until Complainant Hareendran vacates the subject property. Additionally, Respondent agrees to continued compliance of applicable Fair Housing Laws.
5. Respondent and Complainant understand that this agreement may be made public unless the complainant and respondent otherwise agree, and the authorized representative of the Cedar Rapids

Civil Rights Commission determines that disclosure is not required to further the purposes of the FHAP agency. The parties further agree, not to disclose to any person, including public news media, owners, developers, tenants, neighbors, etc., or to any other employee or employer or housing agency, the filing of this complaint or the terms of this Agreement unless it is deemed to be in the public interest.

#### SECTION IV - COMPLIANCE PROVISIONS

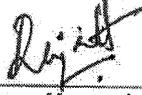
1. This Agreement constitutes the complete understanding between Complainant, Respondent and the Cedar Rapids Civil Rights Commission who are parties to this Agreement. This action does not reflect any judgment by the Cedar Rapids Civil Rights Commission as to the merits of the charge or the terms of the settlement.
2. The Cedar Rapids Civil Rights Commission does not waive its right to investigate any other charge, including a charge filed by a member of the Commission to institute a direct investigation of a complaint against Respondent.
3. The parties hereto agree that this Agreement may be specifically enforced in court and may be used as evidence in a subsequent proceeding in which either of the parties alleges a breach of this Agreement.
4. The parties agree that a true copy of this Conciliation agreement and Release may be used in any legal proceeding in place of the original and that any such true copy shall have the same effect as the original.
5. Respondent and Complainant agree to close this case upon full execution of the terms of this agreement as being satisfactorily adjusted and to take no further action relating to the investigation of this matter, subject to the performance by Respondent of the promises and representations contained herein.

#### SECTION V - REPORTING REQUIREMENTS

It is agreed by the Respondents that, within sixty (60) days of the signing of this Agreement, the Respondents shall submit to the Cedar Rapids Civil Rights Commission a written report and/or documents substantiating that the Respondents have performed the remedial actions required under the "RELIEF FOR THE COMPLAINANT" and "RELIEF FOR THE PUBLIC INTEREST" sections of this Agreement. Said report shall also include all steps taken in compliance with the provisions of this Conciliation Agreement and shall include any letters of notification or other correspondence sent to any person in connection therewith.

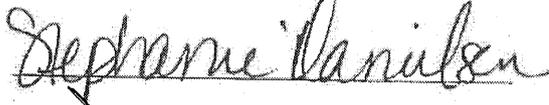
SECTION VI - SIGNATURES

DATE 08-01-2013



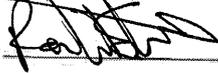
\_\_\_\_\_  
Renjana Hareendran, Complainant

DATE 7/26/13



\_\_\_\_\_  
Stephanie Daniels (PPM), Respondent

DATE 8-6-13



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Preferred Property Management, Respondent

DATE 07/31/2013



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Gaurav Khatri (Owner), Respondent

DATE: \_\_\_\_\_

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Darryl Lipscomb, Interim Executive Director  
Cedar Rapids Civil Rights Commission