

CEDAR RAPIDS CIVIL RIGHTS COMMISSION

SETTLEMENT AND GENERAL RELEASE AGREEMENT

CRCRC No. : #3482
HUD No. : # 07-15-0323-8

BETWEEN

PATIENCE KALONDI (COMPLAINANT)
2235 WESTDALE DRIVE SW, #2
CEDAR RAPIDS, IA 52404

AND

WESTDALE CAPITAL INVESTMENTS LLC (RESPONDENT)
BARRY SMITH (RESPONDENT REPRESENTATIVE)
999 44TH STREET, SUITE 1000
MARION, IA 52302

AND

CEDAR RAPIDS CIVIL RIGHTS COMMISSION
50 2ND AVENUE BRIDGE, 7TH FLOOR
CEDAR RAPIDS, IOWA 52401

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COMPLAINANT'S ALLEGATIONS

Section: 804 (b)

Issue: Terms and Conditions

Basis: National Origin (Country of Origin – Congo)

Allegation: Refusal to Make Repairs

The Complainant, Patience Kalondji, alleges Respondent Telisa Rud, Property Manager, is discriminating against her by refusing to make repairs to her rental unit. She alleges that beginning in December 2014, and continuing, she requested her heat be fixed. However, the Complainant alleges the Respondent refused to make the repair. She alleged on or about February 16, 2015 she asked again for the heat to be fixed and the Respondent stated the roof needed to be fixed first and then the heat would be fixed. The Complainant alleges as of March 4, 2015 the repairs have not been made to the roof or the heat.

The Complainant further alleges the Respondent removed her air conditioner unit on or about Summer 2014 and did not repair the hole in the wall. The Complainant alleges she requested the wall be repaired or the air conditioner be replaced on several occasions. The Complainant alleges the hole remained for three months before being replaced with a new air conditioner.

The Complainant alleges others within her protected class have requested repairs to their units that are also refused by the Respondent.

Subject Property: 2235 Westdale Drive SW, #2, Cedar Rapids, Iowa

The Complainant alleges the above statements of housing discrimination are based on National Origin and are in violation of 804 (b) of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, Chapter 216 of the Code of Iowa, and Chapter 69 of the Municipal Code of Cedar Rapids, Iowa.

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. The terms of this Agreement were arrived at voluntarily through mediation involving Patience Kalondji (Complainant) and Westdale Capital Investments LLC (Respondent) represented by Barry Smith, conducted on June 6, 2015.
3. The terms of this Agreement are in effect and will be executed upon the date of signature of all parties and will remain in effect thereafter.
4. Respondent agrees that all housing and all terms and conditions of housing, shall be maintained and conducted in a manner which does not discriminate on the basis of

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

5. Respondent agrees that there shall be no discrimination, harassment, or retaliation of any kind against the 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.
6. Complainant hereby waives, releases, and covenants not to sue Respondent with respect to any matters which were or may have been alleged as charges filed with the Cedar Rapids Civil Rights Commission, The United States 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.
7. Complainant agrees that any complaint filed with any other agency, including The United States 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 and receipt of the settlement proceeds.
8. Respondent and Complainant agree not to disclose the filing of this complaint or the terms of this Agreement to any other persons, and/or public or private news media outlet, including but not limited to newspaper, radio, and television news. This does not bar Complainant from seeking counsel from an attorney or an income tax professional for tax purposes.
9. Respondent and Complainant understand that this Agreement shall 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 II – RELIEF AND PROVISIONS

1. The Parties have agreed Westdale Capital Investments LLC agrees to hold Complainant harmless and assess no charges against her for any leaks or water damages to the apartment caused by the leak when Complainant moves out.

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2. The Parties have agreed Westdale Capital Investments LLC will promise to provide a neutral reference for Complainant to anyone making a housing reference request in regards to her tenancy at Westdale Capital Investments.
3. The Parties have agreed Westdale Capital Investments LLC will fix or replace the air conditioner in Complainant's unit (2235 Westdale Drive SW, #2, Cedar Rapids, Iowa) within 14 days of the signing of this contract for the duration of her stay.
4. Complainant party agrees to withdraw this complaint with The United States Department of Housing and Urban Development and with the Cedar Rapids Civil Rights Commission upon execution of this Agreement.
5. The terms of this Agreement will not establish any precedent, nor will the Agreement be used as a basis by Complainant, Respondent and/or any representative party or organization to seek or justify similar terms in any civil action or subsequent case.
6. Complainant and Respondent party agree that this Agreement constitutes the entire Agreement and there are no other terms to the Agreement except those specified herein. Furthermore, the parties understand this Agreement may not be modified except by a writing executed by all of the parties to this Agreement.

SECTION III - RELIEF FOR PUBLIC INTEREST

1. It is in the public interest that landlords participate in Fair Housing Training. Respondent has provided documentation to show Westdale Capital Investments LLC staff has received Fair Housing Training provided by The Cedar Rapids Civil Rights Commission through the City of Cedar Rapids Rental Business Training. On March 26th, 2014, the following Westdale Capital Investments LLC staff participated in Fair Housing Training: Barry Smith (Respondent Representative), Telisa Rud (Property Manager) and Grant Guyer (Maintenance Supervisor). The Respondent is also encouraged to call the Cedar Rapids Civil Rights Commission, 319-286-5036, whenever questions arise regarding Fair Housing.
2. Respondent agrees all staff members of Westdale Capital Investments LLC will be culturally competent and respectful of the culture of their tenants and their children. Current and new staff members will demonstrate behaviors, attitudes, policies, and structures that enable them to work effectively cross-culturally.
3. Respondent shall place fair housing posters and brochures in common use areas so that all residents and guests will be aware of their fair housing rights within 60 Days, of the final order in this matter. The Respondent is encouraged to contact The Cedar Rapids Civil Rights Commission for this material, if needed.
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

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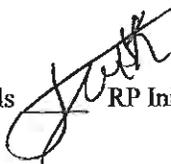
might result in, or be interpreted as an act of discrimination on the basis of race, color, creed, sex, age, religion, national origin, gender identity, marital status, physical or mental disability, familial status or sexual orientation in violation of Chapter 69 of the Municipal Code of Cedar Rapids, Iowa.

5. Respondent agrees to accept and process the applications of all persons for occupancy of any dwelling which the Respondent owns or manages, in a reasonable and prompt manner, without regard to race, color, creed, sex, gender identity, marital status, 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 occupants of any dwelling which Respondent owns or manages in a reasonable and prompt manner, without regard to race, color, creed, sex, age, religion, gender identity, marital status, 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. 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.

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 terms of this Agreement are effective upon execution by signature of all involved parties and, Respondent agrees to continued compliance of applicable Fair Housing Laws.
5. Respondent acknowledges that it has been notified of requirements in the Federal Fair Housing Act Title VIII and local :

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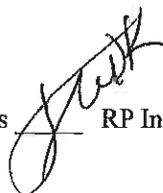


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- a. **Section 804(b): Discrimination in sale or rental of housing and other prohibited practices**
To discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, gender, religion, sex, familial status, or national origin.
- b. The Fair Housing Act Title VIII as amended can be found at www.HUD.gov.
- c. **Chapter 69.19(b)(2): Prohibitions/Unfair or Discriminatory Practice in Housing**
To discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provisions of services or facilities in connection therewith, because of age, color, creed, disability, familial status, gender identity, marital status, national origin, race, religion, sex, or sexual orientation.
- d. Link to Chapter 69.19 Fair Housing:
https://www.municode.com/library/ia/cedar_rapids/codes/code_of_ordinances?nodeId=CH69CIRICO_69.19FAHO
6. 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.
7. Respondent and Complainant agree to close this case 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.

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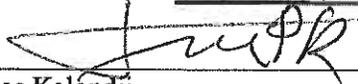


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SECTION V - SIGNATURES



Patience Kalondji
Complainant

06/24/2015
Date



Barry Smith
Westdale Capital Investments LLC Representative

6/23/2015
Date



LaSheila Yates
Executive Director, Cedar Rapids Civil Rights Commission

6/25/2015
Date