

**POSTDETERMINATION SETTLEMENT AGREEMENT**

CP# 01-18-71518  
HUD# 07-18-83260-8

**PARTIES TO THE SETTLEMENT AGREEMENT**

**RESPONDENTS**

TSB HOLDINGS, LLC  
250 12<sup>TH</sup> Street, Ste. 150  
Coralville, Iowa 52241-2912

BIG TEN PROPERTY MANAGEMENT LLC  
250 12<sup>TH</sup> Street, Ste. 150  
Coralville, Iowa 52241-2912

TRACY BARKALOW  
250 12<sup>TH</sup> Street, Ste. 150  
Coralville, Iowa 52241-2912

**COMPLAINANT**



and

IOWA CIVIL RIGHTS COMMISSION  
400 East 14th Street  
Des Moines, Iowa 50319

**Description of the Parties:** After investigation of Complainant's civil rights complaint, the Iowa Civil Rights Commission found Complainant is a person with a disability who made a request for reasonable accommodation to Respondents in the form of a request for a waiver of a "no pets" policy to allow her to keep an assistance animal in her unit. Complainant lived in a property owned and managed by Respondents. The subject property is an apartment unit located at 505 Brookland Park Drive, in Iowa City, Iowa. Complainant alleged, and the Commission found, that, on November 10, 2017, she requested paperwork to waive the "no pets" provision in her lease for her assistance animal. Respondent Barkalow made the forms available on November 16, 2017 and Complainant returned them that same day. On November 30, 2017, Complainant went to Defendant Barkalow's office to determine the status of her request. Defendant Barkalow stated he would not accept the forms because Complainant's doctor had written a separate note supporting

Complainant's request rather than signing directly on the form. Although Complainant requested another copy of the form, Defendants never provided it. The Iowa Civil Rights Commission found Respondents' unreasonable delay in processing Complainant's request for reasonable accommodation and their refusal to waive their "no pets" policy for an assistance animal constitutes a failure to make a reasonable accommodation and has resulted in different terms and conditions of rental based on disability.

**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 probable cause finding, 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 that the Federal Fair Housing Act, as amended, 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 therewith, because of the person's race, color, religion, sex, disability, familial status, national origin, or disability.  
42 U.S.C. 3604(b), 3604(f)(2) (§ 804 of the Fair Housing Act).

3. Respondents acknowledge the FHA and ICRA make it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford the person equal opportunity to use and enjoy a dwelling and to the extent that the accommodation does not cause undue financial or administrative burden or fundamentally alter the nature of the provider's operations. 42 U.S.C. 3604(f)(3)(b) (§ 804(f)(3)(b) of the Fair Housing Act); Iowa Code § 216.8A(3)(c)(2).
4. 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).
5. Respondents acknowledge their obligation under the FHA and ICRA to allow assistance animals as a reasonable accommodation when necessary to permit an individual with a disability equal opportunity to use and enjoy a dwelling. See Iowa Code §§ 216.8B, .8C.

Assistance animals are also referred to as support animals or emotional support animals. Under the FHA and ICRA, “assistance animals are not pets. They are animals that do work, perform tasks, assist, and/or provide therapeutic emotional support for individuals with disabilities.” *Assessing a Person’s Request to Have an Animal as a Reasonable Accommodation Under the Fair Housing Act*, U.S. Department of Housing and Urban Development, FHEO Notice: FHEO-2020-01, January 28, 2020, at 3; Iowa Code § 216.8B.

Some examples of work, tasks, assistance or support provided by assistance animals include “[h]elping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors; [r]eminding a person with mental illnesses to take prescribed medication, [t]aking action to calm a person with post-traumatic stress disorder (PTSD) during an anxiety attack, . . . [or] [p]roviding emotional support that alleviates at least one identified symptom or effect or a physical or mental impairment.” *Assessing a Person’s Request to Have an Animal as a Reasonable Accommodation Under the Fair Housing Act*, U.S. Department of Housing and Urban Development, FHEO Notice: FHEO-2020-01, January 28, 2020, at 19.

After receiving a request, housing providers must consider the following:

- (1) Does the person seeking to use and live with the animal have a disability (a physical or mental impairment that substantially limits one or more major life activities)?
- (2) Does the person making the request have a disability-related need for an assistance animal? (afford a person with disabilities an equal opportunity to use or enjoy the dwelling).

A request for accommodation can be denied if the accommodation would impose an undue financial and administrative burden or if it would fundamentally alter the essential nature of the housing provider's services. “The determination of undue financial and administrative burden must be made on a case-by-case basis involving various factors, such as the cost of the requested accommodation, the financial resources of the provider, the benefits that the accommodation would provide to the requester, and the availability of alternative accommodations that would effectively meet the requester's disability-related needs.” Joint Statement of the Department of Housing and Urban Development and the Department of Justice, *Reasonable Accommodations Under The Fair Housing Act*, May 17, 2004, at 7.

The request may also be denied if “the specific animal poses a direct threat that cannot be eliminated or reduced to an acceptable level through actions the individual takes to maintain or control the animal (e.g., keeping the animal in a secure enclosure).” *Assessing a Person’s Request to Have an Animal as a Reasonable Accommodation Under the Fair Housing Act*, U.S. Department of Housing and Urban Development, FHEO Notice: FHEO-2020-01, January 28, 2020, at 14.

Housing providers may not limit the breed or size of a dog used as a service animal or support animal just because of the size or breed, but can limit based on specific issues with the animal’s conduct because it poses a direct threat or a fundamental alteration. *Id.*

Respondents acknowledge they will consider each occupant or prospective occupant's situation and accommodation request individually to determine if the requested accommodation is reasonable. The parties acknowledge that if the disability is not known or obvious, Respondents may make a reasonable inquiry and request documentation from a health care provider that verifies the occupant/prospective occupant's disability, without seeking or collecting information regarding the nature of the disability. In addition, Respondents may make reasonable inquiry and request documentation from a health care provider that verifies the occupant or prospective occupant's need for the accommodation, i.e., the relationship between the person's disability and the need for the requested accommodation.

Assistance animals cannot be subjected to monthly pet fees since they are not considered pets under the FHIA and ICRA. Iowa Code § 216.8B(2). Housing providers cannot require special tags, equipment, certification or special identification of assistance animals.

### **Voluntary and Full Settlement**

6. The parties acknowledge this 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.
7. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. By executing this Agreement, Respondents do not admit that they engaged in wrongdoing or violated any law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.
8. 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.
9. Respondents agree, that for a period of two years after the date on the Commission's Closing Letter, the Commission may review compliance with this Agreement. 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**

10. 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**

11. 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.
12. The Iowa Civil Rights Commission agrees to dismiss with prejudice Johnson County District Court case number CVCV080396, Iowa Civil Rights Commission ex rel A.W. v. Tracy Barkalow, Big Ten Property Management, LLC, and TSB Holdings, LLC.

#### **Relief in the Public Interest**

13. Respondents TSB Holdings, LLC, Big Ten Property Management LLC, and Tracy Barkalow agree to include hyperlinks to their Reasonable Accommodation Request Form and Request for Assistance Animal in Housing Health Care Professional Form on the Big Ten Rentals website in the location designated in Attachment A. The linked forms are included in Attachment B. Respondents agree the hyperlinks will be posted within ten (10) days of the date on the Commission's Closing Letter.
14. Tracy Barkalow and any of Respondent TSB Holdings Inc.'s or Respondent Big Ten Property Management LLC's employees who are involved in the management or operation of residential properties will receive training on the recent changes to the Iowa Civil Rights Act codified as Iowa Code sections 216.8B and 216.8C, as well as their responsibilities towards tenants or prospective tenants with disabilities seeking assistance animals as a reasonable accommodation under the Iowa Civil Rights Act and Fair Housing Act. The training materials must be reviewed and approved by the Iowa Civil Rights Commission or HUD prior to the training. The training will take place within 90 days of Respondents' receipt of a Closing Letter from the Iowa Civil Rights Commission. Respondents agree to send documentation to the Commission verifying the fair housing training required by this subpart has been completed within ten (10) days of completing the training.

Respondents also agree that for a period of two years from the date this Agreement is executed, any future employees of Respondents who are involved in the management or operation of residential properties will receive training on the requirements of State and Federal Fair Housing Laws within 30 days of their date of hire. Respondents are not required to send documentation to the Commission verifying that the training of future employees has been completed.

15. Respondents shall retain all requests for reasonable accommodation for assistance animals for two years and shall allow the Iowa Civil Rights Commission to inspect those requests once every six months during the two-year period.
16. Respondents shall respond to all requests for reasonable accommodation for assistance animals within ten calendar days of receipt.

17. Respondents agree to include a statement on the Big Ten Rentals website, in the location designated in Attachment A, indicating Respondents comply with all federal, state, and local laws related to fair housing. This statement will remain posted for at least two years.

**Relief for Complainant**

18. Within seven days of the date on the Commission's Closing Letter, Respondents agree to pay Complainant \$15,000.00 without any deductions. Respondents agree the Settlement Check will be made out to [REDACTED] and sent to her at the address listed on page one of this Agreement.

**Reporting and Record-Keeping**

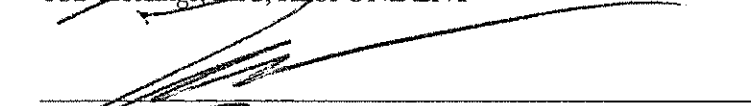
19. Respondents shall forward to the Commission objective evidence of the successful completion of fair housing training in the form of a Certificate or a letter from the entity conducting the training within ten (10) days of the completion of the training, as evidence of compliance with Term 14 of this Agreement.
20. Respondents shall send to the Commission a copy of the Settlement Check within seven (7) days after its mailing to Complainant.

All required documentation of compliance must be submitted via email or U.S. Mail to:

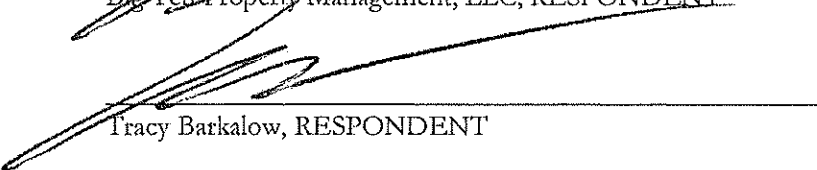
Dean Meester  
Iowa Civil Rights Commission  
Grimes State Office Building  
400 East 14th Street  
Des Moines, Iowa 50319  
[dean.meester@iowa.gov](mailto:dean.meester@iowa.gov)  
Telephone: 515-281-3001

  
\_\_\_\_\_  
TSB Holdings, LLC, RESPONDENT

6/18/20  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Big Ten Property Management, LLC, RESPONDENT

6/18/20  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Tracy Barkalow, RESPONDENT

6/18/20  
\_\_\_\_\_  
Date

[REDACTED]  
\_\_\_\_\_  
COMPLAINANT

\_\_\_\_\_  
Date

17. Respondents agree to include a statement on the Big Ten Rentals website, in the location designated in Attachment A, indicating Respondents comply with all federal, state, and local laws related to fair housing. This statement will remain posted for at least two years.

**Relief for Complainant**

18. Within seven days of the date on the Commission's Closing Letter, Respondents agree to pay Complainant \$15,000.00 without any deductions. Respondents agree the Settlement Check will be made out to [REDACTED] and sent to her at the address listed on page one of this Agreement.

**Reporting and Record-Keeping**

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20. Respondents shall send to the Commission a copy of the Settlement Check within seven (7) days after its mailing to Complainant.

All required documentation of compliance must be submitted via email or U.S. Mail to:

Dean Meester  
Iowa Civil Rights Commission  
Grimes State Office Building  
400 East 14th Street  
Des Moines, Iowa 50319  
[dean.meester@iowa.gov](mailto:dean.meester@iowa.gov)  
Telephone: 515-281-3001

RECEIVED  
IOWA CIVIL RIGHTS COM  
2020 JUN 12 PM 12:31

\_\_\_\_\_  
TSB Holdings, LLC, RESPONDENT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Big Ten Property Management, LLC, RESPONDENT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tracy Barkalow, RESPONDENT

\_\_\_\_\_  
Date

\_\_\_\_\_  
[REDACTED] COMPLAINANT

\_\_\_\_\_  
6-11-20  
Date



Elizabeth Johnson, EXECUTIVE DIRECTOR  
IOWA CIVIL RIGHTS COMMISSION

6.19.20  
Date



Under the "INFORMATION" tab on its website, Barkalow Investments/Big Ten Rentals agrees to include:

- Links to the request for assistance animal form and related health care professional form; and
- A statement that the Company complies with all federal, state, and local laws related to fair housing.

The below picture is a current screenshot of the "INFORMATION" page.

Barkalow Investments/Big Ten Rentals agrees to include the links and statement between the "Move Out/Move In Information" and "Utility Providers."

A

bigtenproperty.com | 832-1834 | Home | About Us | Services | Contact Us

MAILER NITEO  
Big Ten Property Management LLC  
PO Box 1930 Iowa City, IA 52244

**BIG TEN**  
PROPERTY MANAGEMENT

(319) 354-0028

BIG TEN PROPERTY MANAGEMENT | PROPERTIES | APPLICATIONS | MAINTENANCE | INFORMATION | CONTACT

**General Rental Information**

**APARTMENT MOVE IN AND MOVE OUT INFORMATION:** Please keep in mind our office is extremely busy this time of year we look forward to assisting you as quickly as we can. To assist everyone in a timely manner please email the office rather than call with general questions. Our email address is [rentals@bigtenlowa.com](mailto:rentals@bigtenlowa.com) Thank you.

**MOVE OUT INFORMATION**  
Move Out Date: July 25, 2019 by 5:00AM

**Key Drop Off:** Please return all keys to our office at 250 12th Avenue Ste. 150 Corvallis IA 52241 on or before July 25, 2019 by 5:00AM. Please make sure you put all keys issued to you or copies you have made in an envelope with your name, apartment #, full apartment address and your current cell phone number on it and return it to our office. Keep in mind if keys are not returned by this time and date you will be charged a relay charge of around \$100 whichever amount will be for your rental. 24 HOUR DROPBOX AT OFFICE LOCATION

**Utilities:** Tenant must have all Utilities required per your lease on and active until July 25, 2019 until 5:00AM.

**Mid-American Energy - Gas & Electric - 888-427-5632**  
City of Iowa City - Water - 319-356-5866

For all other Move Out questions please email us at [rentals@bigtenlowa.com](mailto:rentals@bigtenlowa.com)

**MOVE IN INFORMATION**  
Move In Date: August 1, 2019 @ 1:00pm

**Key Pickup:** Keys will be available for pickup at our office at 250 12th Avenue Ste. 150 Corvallis IA 52241 on August 1, 2019 between 1:00pm and 4:00pm if you need to get your keys at a different time or date you will need to email our office at least 48 hours ahead of time and a business day to make arrangements for key pick up.

**Utilities:** Tenant must have all Utilities required per your lease on and active as of August 1, 2019 before key pick up if you do not have all required utilities on you may be moving in with no power or less power shortly after move in so to avoid this issue please contact all Utility providers before August 1, 2019 to ensure you have them in your name prior to key pick up.

For all other Move In questions please email [rentals@bigtenlowa.com](mailto:rentals@bigtenlowa.com) Again please email the office rather than calling for general Move Out or Move In questions Thank you.

**UTILITY PROVIDERS**

IOWA CITY  
[Rentals@bigten.com](mailto:Rentals@bigten.com)    Cable/Internet    1-877-357-9287

**Schedule A Showing**

**Contact Information**  
Big Ten Property Management LLC  
PO BOX 1930 Iowa City, IA 52244  
Direct: 319-354-0028  
[rentals@bigtenlowa.com](mailto:rentals@bigtenlowa.com)  
[www.bigtenlowa.com](http://www.bigtenlowa.com)  
Counselor is an Iowa Real Estate Broker

**Buyers and Sellers**  
help me relocate  
Let me help you find your dream home  
find my dream home  
What is my home worth?  
Schedule your home tour

Welcome to Big Ten Property Management, Iowa City's Premier Property Management Company serving the University of Iowa, Corvallis Community in Iowa City, IA, Corvallis, IA. 832-1834 | 832-1834 | 832-1834

## APPLICATION FOR REASONABLE ACCOMMODATION

Complete this form if you have a disability and would like to request an accommodation. If you require assistance completing this form, or wish to make this request orally, please contact Big Ten Property Management LLC at (319) 354-0028.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Person requesting accommodation (if different from resident). Indicate relationship to resident:

\_\_\_\_\_

1. Please describe the reasonable accommodation you are requesting:
  
2. Please explain why this reasonable accommodation is needed. You need not provide detailed information about the nature or severity of the disability.
  
3. If you are requesting permission to have an assistance animal in your apartment, please complete the following:
  - (a) Is it readily apparent that the assistance animal is a trained service animal (for example, an animal trained to assist you with a visual impairment or similar disability)?  
 Yes       No
  
  - (b) If your answer to 3(a) above was No, please complete the following:
    - i. Type of animal: \_\_\_\_\_
    - ii. Is the animal required because of a disability?  Yes  No
    - iii. Is your need for the animal related to your disability?  
 Yes       No

PLEASE PROVIDE THE FOLLOWING:

(I) A statement from a health or social service professional indicating: 1) that you have a disability (i.e., you have a physical or mental impairment that substantially limits one or more major life activities), and 2) that the need for the animal is related to that disability. You may use, but are not required to use, the Request for Assistance Animal as a Reasonable Accommodation in Housing: Health Care Professional Form, which is available on our website.

(II) Proof of current vaccination and/or license for the assistance animal requested

(III) If you are requesting a different modification or accommodation, please describe it here:

Please note, your request will be reviewed and a response issued to you within ten days. Additional information may be requested before an approval can be issued.

Applicant Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Appendix A  
Form 1**

Request for Assistance Animal as a Reasonable Accommodation in Housing:  
Health Care Professional Form

Requester's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

I, \_\_\_\_\_, intend to request that \_\_\_\_\_

permit me to keep an assistance animal as a reasonable accommodation in housing for my disability. In connection with that application, I am requesting that you complete this form regarding my disability.

\_\_\_\_\_  
Requester's Signature

\_\_\_\_\_  
Date

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**TO BE COMPLETED BY HEALTH CARE PROFESSIONAL**

1. Does the individual identified above have a disability?  
 Yes       No
  
2. If yes, is the need for an assistance animal related to that disability? For example, does or would an assistance animal alleviate one or more of the symptoms or effects of the disability?  
 Yes       No

By signing below, the undersigned health care professional/licensee certifies that he/she 1) has met with the patient or client in person or by telemedicine, 2) is sufficiently familiar with the patient or client and the disability, **and** 3) is legally and professionally qualified to make the finding.

Health Care Provider's Name (printed): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

References: Iowa Code sections 216.8B and 216.8C

Resources: <https://icrc.iowa.gov/>, 515-281-4121, 1-800-457-4416

This document may contain privileged and confidential information and/or protected health information intended solely for the use by the recipient housing provider. Please exercise care to avoid dissemination.