

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 02-20-74733
HUD# 07-20-3867-8

PARTIES TO THE SETTLEMENT AGREEMENT

RESPONDENTS

LYLE J. TOMPKINS
135 Crabtree Road
P. O. Box 760
Montezuma, Iowa 50171-0760

E. MARY TOMPKINS
135 Crabtree Road
P. O. Box 760
Montezuma, Iowa 50171-0760

COMPLAINANT

CAROL CAMPBELL
P. O. Box 193
Montezuma, Iowa 50171-0193

and

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

Description of the Parties: Complainant alleges discrimination in the area of housing on the basis of disability. Complainant is a person with a disability and requires the use of an assistance animal. Complainant alleges respondent denied her the opportunity to rent a property because of the breed of her assistance animal. Complainant alleges Respondents' refusal to waive their "breed restriction" policy for her assistance animal constitutes a refusal to rent and failure to make a reasonable accommodation and has resulted in different terms and conditions of rental based on disability. The subject property is a house located at 105 East Jefferson, Montezuma, Iowa 50171-1124.

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 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) §.

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.

Voluntary and Full Settlement

6. 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.

7. 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.

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 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

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.

Fair Housing Training

12. Respondents 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. Respondents also agree all future residents, employees, or agents 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 or elected appointment. The training will include an overview of fair housing laws, but will emphasize the law regarding how to handle requests for reasonable accommodations from individuals with a disability. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development. This includes a HUD produced video titled "The Basics of the Fair Housing Act" which can be accessed via YouTube at <https://www.youtube.com/watch?v=egXPe7HT7tc>.

Relief for Complainant

13. Respondents agree to enter into a rental agreement with Complainant for a four bedroom property at 600 2nd Street, Montezuma, Iowa, with tenancy to beginning by May 1, 2020. Within 10 days of the execution of this rental agreement, Respondents will provide the Commission with an executed copy of said agreement.

Reporting and Record-Keeping

14. Within 10 days of its execution, Respondents will provide the Commission with an executed copy of the rental agreement entered into with Complainant for the property at 600 2nd Street, Montezuma, Iowa, as evidence of compliance with Term 13 of this Agreement.

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
Telephone: 515-281-3001

Lyle J. Tompkins, RESPONDENT

Date

E. Mary Tompkins, RESPONDENT

Date

Carol Campbell, COMPLAINANT

Date

Elizabeth Johnson, EXECUTIVE DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date