

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 09-18-72468
HUD# 07-18-0095-8

PARTIES TO THE SETTLEMENT AGREEMENT

RESPONDENTS

RJS PROPERTIES, LLC
1204 Hartford Avenue, Apartment 27 Building C
Des Moines, Iowa 50315

SHARON GARNEAU
1204 Hartford Avenue, Apartment 27 Building C
Des Moines, Iowa 50315

COMPLAINANT

RUTH OPPENHEIM
1204 Hartford Avenue, Apartment 30 Building C
Des Moines, Iowa 50315

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 alleged Respondents failed to provide a reasonable accommodation when they refused to designate a reserved parking space for her. Complainant also alleged discriminatory terms and conditions based on her disability, when Respondents failed to make repairs to the threshold entrance to her apartment so she could navigate her wheelchair over the threshold. The subject property is a 106-unit apartment complex, known as Pioneer Estates, located at 1204 Hartford Avenue, Des Moines, Iowa 51315.

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) (§ 804 of the Fair Housing Act).

3. 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).

4. 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).

5. Respondents acknowledge their obligation under the FHA and ICRA to designate a reserved parking space as a reasonable accommodation when necessary to permit an individual with a disability equal opportunity to use and enjoy a dwelling.

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

1. Does the person seeking a reasonable accommodation 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 a reserved parking space? (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.

Respondents acknowledge they will consider each tenant or prospective tenant'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 tenant/prospective tenant'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 tenant or prospective tenant's need for the accommodation.

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. Respondent Sharon Garneau, Richard Thornton and each of Respondents' current employees or agents who are involved in the management or operation of the subject property 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 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 and laws prohibiting discriminatory terms and conditions based on disability. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

Respondents also agree to send documentation to the Commission verifying the fair housing training has

been completed within ten (10) days of completing the training.

New Policy and Practice

13. For all residential rental properties owned and managed, now and in the future, Respondents agree, within thirty (30) days of the execution of this Agreement, to adopt and implement specific, uniform, and objective written standards and procedures for receiving and handling requests for assigned or designated parking by tenants or prospective tenants with disabilities as requests for reasonable accommodation. These standards and procedures shall comply with the requirements of the ICRA and FHA.

As part of their new standards and procedures, Respondents shall use the following forms or forms substantially equivalent:

- Fact Sheet- Parking for Persons with Disabilities and Fair Housing
- Parking for Persons with Disabilities Staff Guidelines Policy (Attachment 1)
- Request Form (For written requests) (Attachment 2)
- Request Form (for requests taken by telephone) (Attachment 3)

Respondents also agree to send documentation to the Commission, verifying new standards and procedures have been adopted, within 30 days of receiving a closing letter from the Commission.

Relief for Complainant

14. Upon receipt of a Closing Letter from the Commission, Respondents agree to provide Complainant with a reserved parking space (in the reserved parking space currently used by office staff).

Within ten (10) days of receiving a Closing Letter from the Commission, Respondents agree to send to both Complainant and the Commission a letter, stating documentation has been placed in Complainant's tenant file verifying Respondents have granted her reasonable accommodation request and installed signage designating a reserved parking space for Complainant.

17. Respondents agree all tenant rules, regulations, and lease agreements will be enforced fairly and without harassment, discrimination, or retaliation. Complainant agrees to follow Respondents' rules and regulations, as well as the terms of her lease agreement.

Reporting and Record-Keeping

18. 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 12 of this Agreement.

19. Within 30 days of receiving a closing letter from the Commission, Respondents agree to send documentation to the Commission, verifying new standards and procedures have been adopted, as evidence of compliance with Term 13 of this Agreement.

20. Within ten (10) days of receiving a Closing Letter from the Commission, Respondents agree to send to both Complainant and the Commission a letter, stating documentation has been placed in Complainant's tenant file verifying Respondents have granted her reasonable accommodation request and designated a reserved parking space for Complainant, as evidence of compliance with Term 14 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

RJS Properties, LLC, RESPONDENT

Date

Sharon Garneau, RESPONDENT

Date

Ruth Oppenheim, COMPLAINANT

Date

Elizabeth Johnson, EXECUTIVE DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date