

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 01-21-76171
HUD# 07-21-6577-8

PARTIES TO THE SETTLEMENT AGREEMENT

RESPONDENTS

OAKWOOD VILLAGE CONDOMINIUM OWNERS ASSOCIATION
905 21st Ave Pl
Coralville, IA 52241-1462

OAKWOOD VILLAGE CONDOMINIUM OWNERS
ASSOCIATION BOARD
905 21st Ave Pl
Coralville, IA 52241-1462

COMPLAINANT

JEANNE HENDERSON
703 21st Ave Pl
Coralville, IA 52241-1437

and

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

Description of the Parties: Complainant is a person with a disability and requires the use of a walker. Complainant alleges Respondents rejected her request to have a ramp installed at the entrance of her building as a reasonable modification. The subject property is a townhome located at 703 21st Ave Pl, Coralville, IA 52241.

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 Complainants 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. The FHA and ICRA also make the refusal, at the expense of a tenant with a disability, to make reasonable modifications of the existing premises if the modifications are necessary to afford such a person the full enjoyment of the premises. 42 U.S.C. 3604(f)(3)(a-b) (§ 804(f)(3)(b) of the Fair Housing Act); Iowa Code § 216.8A(3)(c)(1-2).
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)(3)(a) (§ 804(f)(2)(a) of the Fair Housing Act); Iowa Code § 216.8A(3)(b)(1).

Voluntary and Full Settlement

5. 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.
6. 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 their complaint are not fully meritorious.
7. 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.
8. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondent agrees 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

9. 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

10. 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

11. Respondent Oakwood Village Condominium Owners Association and the Board will require training on the requirements of State and Federal Fair Housing Laws within 30 days of their receipt of a Closing Letter from the Commission for those persons in charge of management or operation of residential properties and those who handle requests for reasonable accommodations or modifications. Respondent Oakwood Village Condominium Owners Association and the Board agrees new employees or agents who are involved in the management or operation of residential properties hired within one year of the date of the Commission's Closing Letter and those who handle requests for reasonable accommodations or modifications, 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 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. The Association Board will immediately seek bids to replace or repair the sidewalk, approve a contractor, approve the contract for the sidewalk work, and schedule the contractor to perform the sidewalk work so it will have been completed at the first opportunity weather permits in 2021. The Oakwood Village property manager shall promptly advise Complainant of the date or dates upon which the sidewalk work will be performed so Complainant can use this information to schedule the ramp contractor.

The Association Board approves Complainant's contractor's September 2020 building plans for the ramp and permits Complainant's request to build a ramp (at her expense). The Association Board acknowledges that time is of the essence in completing its construction because Complainant cannot leave the building in which her condo is located until the ramp is completed.

The Association Board agrees that the Association alone is entirely responsible for timely snow removal from the ramp.

Within seven (7) days of the date that this Settlement Agreement is executed by the parties, the Association will pay Complainant the sum of \$611 as compensation for the increased costs of materials associated with the ramp construction from the September 2020 bid to the March 2021 bid.

Within seven (7) days of the date of this Settlement Agreement, the Association will reimburse Complainant the amount of \$4,708.50 of legal fees she accrued in enforcing her legal right to the ramp accommodation.

Reporting and Record-Keeping

- 14. Respondents Oakwood Village Condominium Owners Association and the Board 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 or signed sworn statement from Respondent stating the time and location of their training and the entity that conducted the training, as evidence of compliance with Term 12 of this Agreement within ten (10) days of the completion of the training.

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

Amy Quail
Iowa Civil Rights Commission
Grimes State Office Building
400 East 14th Street
Des Moines, Iowa 50319
Amy.quail@iowa.gov
Telephone: 515-725-1082

OAKWOOD VILLAGE CONDOMINIUM
OWNERS ASSOCIATION, RESPONDENT

Date

OAKWOOD VILLAGE CONDOMINIUM
OWNERS ASSOCIATION BOARD, RESPONDENT

Date

JEANNE HENDERSON, COMPLAINANT

Date

CHARLES HILL, INTERIM EXECUTIVE DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date