

**PREDETERMINATION SETTLEMENT AGREEMENT**

CP# 01-21-76097  
HUD# 07-21-6374-8

**PARTIES TO THE SETTLEMENT AGREEMENT**

**RESPONDENTS**

LAKE RENTALS, LLC  
1306 Main Avenue  
Clear Lake, IA 50428-1825

ALEX YOHN  
2721 S Lakeview Drive  
Clear Lake, IA 50428-2917

**COMPLAINANT**

EMMA SCHROEDER  
1105 Main Avenue  
Clear Lake, IA 50528

and

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

**Description of the Parties:** Complainant states she is a person with a disability who requires the use of an assistance animal. Complainant alleges Respondents served her with a notice to terminate her tenancy due to the damage the dog might cause to the property. Respondents expressly deny they have committed any violation of the ICRA of 1965 and the Federal Fair Housing Act. The subject property is a multi-unit apartment complex located at 100 S 9<sup>th</sup> Street, Clear Lake, IA 50428.

**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. 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)(3)(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 their 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, 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**

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 Lake Rentals, LLC will require training on the requirements of State and Federal Fair Housing Laws for their property managers within 30 days of their receipt of a Closing Letter from the Commission. Respondent Lake Rentals, LLC also 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, 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. Within seven days of the date on the Commission's Closing Letter, Respondents agree to pay Complainant \$1,290.00 without any deductions. Respondents agree the Settlement Check will be made out to Emma Schroeder and sent to her at the address listed on page one of this Agreement.

### **Reporting and Record-Keeping**

14. Respondent Lake Rentals 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

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LAKE RENTALS, LLC, RESPONDENT

\_\_\_\_\_  
Date

\_\_\_\_\_  
ALEX YOHN, RESPONDENT

\_\_\_\_\_  
Date

\_\_\_\_\_  
EMMA SCHROEDER, COMPLAINANT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Elizabeth Johnson, EXECUTIVE DIRECTOR  
IOWA CIVIL RIGHTS COMMISSION

\_\_\_\_\_  
Date