

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 03-21-76367
HUD# 07-21-6975-8

PARTIES TO THE SETTLEMENT AGREEMENT

RESPONDENTS

INDEPENDENCE, LP
302 1st Street East
Independence, IA 50644-2815

KARTAY APARTMENT MANAGEMENT
302 1st Street East
Independence, IA 50644-2815

DAVE (LAST NAME UNKNOWN)
302 1st Street East
Independence, IA 50644-2815

COMPLAINANT

MELISA UNGS
832 12th Street, Apt 2
Belle Plaine, IA 52208-1757

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 animals. Complainant alleges Respondents subjected her to different terms and conditions based on her disability status and asked her to remove her assistance animal cats from her apartment. The subject property is a house located at 201 16th Ave NW, Independence, IA 50644-1658.

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 and the Federal Fair Housing Act (FHA) 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), 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 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 (2).

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 Kartay Apartment Management 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 Kartay Apartment Management 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. Within seven days of the date on the Commission's Closing Letter, Respondents agree to pay Complainant \$550.00 without any deductions. Respondents agree the Settlement Check will be made out to Melisa Ungs and sent to her at the address listed on page one of this Agreement.

Reporting and Record-Keeping

- 14. 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 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

_____ INDEPENDENCE, LP, RESPONDENT	_____ Date
_____ KARTAY APARTMENT MANAGEMENT, RESPONDENT	_____ Date
_____ DAVE CONNER, RESPONDENT	_____ Date
_____ MELISA UNGS, COMPLAINANT	_____ Date
_____ CHARLES A.D. HILL, INTERIM EXECUTIVE DIRECTOR IOWA CIVIL RIGHTS COMMISSION	_____ Date