

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 12-21-77740
HUD# 07-22-8831-8

PARTIES TO THE SETTLEMENT AGREEMENT

RESPONDENT

RALPH D. NEIDERHISER
TRUSTEE OF THE RALPH D. NEIDERHISER
TRUST UTA
321 19TH Ave N
Clinton, IA 52732-2132

COMPLAINANTS

SCOTT COLEMAN
534 5th Ave N
Clinton, IA 52732-3925

PAMELA COLEMAN
534 5th Ave N
Clinton, IA 52732-3925

and

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

Description of the Parties: Complainants are husband and wife. Complainant husband is a person with disabilities who needs an assistance animal. Complainant alleges he was denied a reasonable accommodation to Respondent’s “no dogs” policy and was subjected to discriminatory terms and conditions due to his disabilities. Complainant also alleges that following his request for accommodation, Respondent retaliated against him by sending Complainants a 30-day notice terminating their tenancy. The subject property is a single-family house located at 534 5th Ave N, Clinton, IA 52732.

Terms of Settlement: A complaint having been filed by Complainants against Respondents with the Commission under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree to settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Laws

1. Respondent Ralph D. Neiderhiser agrees 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. Respondent Ralph D. Neiderhiser acknowledges 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).
3. Respondent Ralph D. Neiderhiser acknowledges 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).
4. Respondent Ralph D. Neiderhiser acknowledges his 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).

Assistance animals are often referred to as service animals, emotional support animals, therapy animals, companion animals or support animals. Under the FHA and ICRA, “assistance animals are not pets. They are animals that do work, perform tasks, assist, and/or provide therapeutic emotional support for individuals with disabilities.” *Assessing a Person’s Request to Have an Animal as a Reasonable Accommodation Under the Fair Housing Act*, U.S. Department of Housing and Urban Development, FHEO Notice: FHEO-2013-01, April 25, 2013; Iowa Code § 216.8B.

Assistance animals cannot be subjected to monthly pet fees since they are not considered pets under the FHA and ICRA. Iowa Code § 216.8B (2). Housing providers cannot require special tags, equipment, certification or special identification of assistance animals. Housing providers may not limit the breed or size of a dog used as a service animal or support animal just because of the size or breed, but can limit based on specific issues with the animal’s conduct because it poses a direct threat or a fundamental alteration. *Id.*

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. The parties agree that this Agreement is executed as a compromised

settlement, liability for which is expressly denied by the parties released, and the payment of the sum indicated herein does not constitute an admission of liability on the part of any person or entity. 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 Ralph D. Neiderhiser agrees 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, acquits, forever discharges 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 Ralph D. Neiderhiser will complete 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 shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

Relief for Complainant

12. Respondent Ralph D. Neiderhiser agrees to pay Complainants \$650 without any deductions. Respondents agree the Settlement Check will be made out to Complainants and sent to them at the address listed on page one of this Agreement within seven (7) days of the date of the Closure Letter.

Respondent Ralph D. Neiderhiser agrees to allow Complainants to keep the assistance animal "Tippy" throughout the duration of their tenancy at the subject property. Complainants are not required to pay a deposit for the assistance animal or a monthly "pet rent." Complainants agree to submit a new lease agreement with an assistance animal addendum. Under this new agreement, Complainants' rent will be due on the third of each month.

Reporting and Record-Keeping

- 13. Respondent Ralph D. Neiderhiser 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 11 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

RALPH D. NEIDERHISER, RESPONDENT

Date

SCOTT COLEMAN, COMPLAINANT

Date

PAMELA COLEMAN, COMPLAINANT

Date

STAN THOMPSON, EXECUTIVE DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date