

**SETTLEMENT AGREEMENT**

CP# 03-14-65539  
HUD# 07-14-0317-8

**PARTIES TO THE SETTLEMENT AGREEMENT:**

**RESPONDENTS**

**BIG TEN PROPERTY MANAGMENT, LLC**

250 12<sup>th</sup> Avenue, Suite 150  
Coralville, IA 52241

**TSB HOLDINGS, LLC**

P.O. Box 1490  
Iowa City, IA 52244

**TRACY BARKALOW**

P.O. Box 1490  
Iowa City, IA 52244

**COMPLAINANT**

**CAROLINE ALLEN**

903 Page Street  
Iowa City, Iowa 52240

**AND**

**IOWA CIVIL RIGHTS COMMISSION**

400 East 14th Street  
Des Moines, Iowa 50319

Description of the Parties: Complainant Caroline Allen filed a complaint with the Iowa Civil Rights Commission alleging housing discrimination where Respondents allegedly refused to make a reasonable accommodation by allegedly refusing to waive replacement and special cleaning costs and this allegedly resulted in different terms and conditions of rental based on disability. Respondents own or manage the subject property, an apartment complex located at 902 N. Dodge Street, Iowa City, Iowa 52245. After an investigation, the Commission determined there was probable cause to believe Respondent violated Iowa Code Chapter 216 and the Attorney General Office's filed a petition in Johnson County District Court following Respondents' election.

The parties do hereby agree and settle the above-captioned matter in the following extent and manner:

*Acknowledgment of Fair Housing Law*

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 Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.
2. Respondents agree to refrain from committing any act of discrimination in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of Iowa Code Chapter 216.
3. Respondents acknowledge Federal and State Fair Housing Laws make it unlawful to discriminate in the sale or rental or otherwise make unavailable or deny a dwelling to a buyer or renter because of a disability. 42 U.S.C. 3604(f)(1)(a); Iowa Code § 216.8A(3)(a).
4. Respondent acknowledges Federal and State Fair Housing Laws 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, provided the requested accommodation does not impose undue hardship upon the landlord or threaten the health or safety of other individuals. 42 U.S.C. 3604(f)(2)(a) and 42 U.S.C. 3604(f)(3)(b); Iowa Code § 216.8A(3)(b)(1) and Iowa Code § 216.8A(3)(c)(2).
5. 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); Iowa Code § 216.8A(3)(b)(1).
6. Respondents acknowledge their obligation under State and Federal Fair Housing Laws to waive their “no pet” policy as a reasonable accommodation when necessary to permit an individual with a disability equal opportunity to use and enjoy a dwelling and when doing so would not impose undue hardship upon the landlord or threaten the health or safety of other individuals. In addition, Respondents acknowledge their obligation under State and Federal Fair Housing Laws to waive their replacement and special cleaning costs, in the absence of actual damage caused by the animal, as a reasonable accommodation when necessary to permit an individual with a disability equal opportunity to use and enjoy a dwelling. Assistance animals categorized as either service animals or emotional support animals are not considered pets under the Fair Housing Act and

cannot be subjected to pet rules, pet fees or pet deposits. Respondents acknowledge waiving a “pet deposit” policy for a service animal or emotional support animal qualifies as a reasonable accommodation if the animal is needed to assist an individual with a disability.

Under State and Federal Fair Housing Laws, waiving a “pet deposit” policy qualifies as a reasonable accommodation for an assistance animal if the animal provides assistance or performs tasks for the benefit of the individual with a disability, such as guiding visually impaired individuals, alerting hearing impaired individuals to sounds and noises, providing protection or rescue assistance, pulling a wheelchair, seeking and retrieving items, alerting individuals to impending seizures, and providing emotional support to persons who have a disability and a need for such support.

Landlords cannot restrict the type of dog, size or weight of assistance animals and cannot require special tags, equipment, certification or special identification of assistance animals.

The parties agree Landlords may request reliable medical information demonstrating the necessity for the requested accommodation if the disability and/or need for accommodation is not readily apparent.

#### *Voluntary and Full Settlement*

7. The parties acknowledge this 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.
8. 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 by Respondents of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant or the Commission that any claims asserted in the complaint and the Commission’s lawsuit are not fully meritorious.
9. 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.
10. 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*

11. 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*

12. 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, and with regard to any and all other matters, 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.
13. The Commission agrees to dismiss Johnson County case No. CVCV076899 with prejudice following execution of this agreement and receipt of the negotiated \$13,500 payment to Complainant.

*Fair Housing Training*

14. Respondents agree Tracy Barkalow as representative for each Respondent will receive training on the requirements of the Fair Housing Act within ninety (90) days of the execution of this agreement. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.
15. If requested by the Commission, copies of the training outlines and any materials distributed by the trainers will be furnished within thirty (30) days of such request.

*New Policy and Practice*

16. For all residential rental properties owned and managed, now and for the next two years, Respondents agree, within thirty (30) days of the execution of this Settlement Agreement, to adopt and implement specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodation. These standards shall comply with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 et seq., and include the following provisions:

Prior to lease execution, if prospective residents inquire, either orally or in writing, about reasonable accommodations, Respondents shall inform them of their ability to seek reasonable accommodations.

Respondents shall use the following forms:

- Request for Reasonable Accommodation (Attachments 1 and 2), and
- Approval or Denial of Reasonable Accommodation Request (Attachment 3)

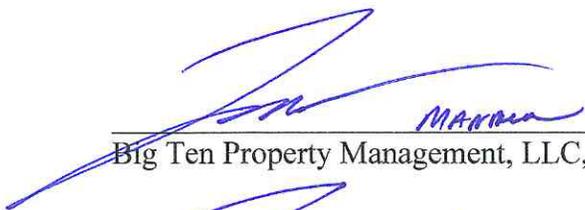
Respondents shall keep written records of each request for reasonable accommodation for a period of two years after the execution of this Settlement Agreement. These records shall include:

- Name, address, and telephone number of the person making the request;
- Date request received;
- Nature of request;
- Whether request granted or denied; and
- If denied, reason(s) for the denial.

Upon adopting specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodations, Respondents shall provide written notice of those standards and procedures to each current and future resident who has requested an accommodation, in a form substantially equivalent to Attachment 4.

17. Respondents shall disseminate these policies upon request to all tenants and future tenants for two years.
18. Respondent shall retain all requests for accommodation for two years.
19. Respondent shall allow the Commission to inspect those requests every six months during the two year period.

**Signatures on the Following Page (Page 6)**

  
Big Ten Property Management, LLC, RESPONDENT

1/30/15  
Date

  
TSB Holdings, LLC, RESPONDENT

1/30/15  
Date

  
Tracy Barkalow, RESPONDENT

1/30/15  
Date

\_\_\_\_\_  
Caroline Allen, COMPLAINANT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Don Grove, ACTING DIRECTOR  
IOWA CIVIL RIGHTS COMMISSION

\_\_\_\_\_  
Date