

**PARTIES TO THE SETTLEMENT AGREEMENT**

CP# 03-18-71785  
HUD# 07-18-8727-8

**RESPONDENTS**

LES OSBORNE  
Western Hills Mobile Home Estates  
3701 2<sup>nd</sup> Street - Office  
Coralville, Iowa 52241

QCA MANAGEMENT COMPANY, INC.  
1111 Santa Monica Blvd. Suite 1650  
Los Angeles, California 90025

1999 GORDON FAMILY TRUST  
c/o QCA Management Company, Inc.  
1111 Santa Monica Blvd. Suite 1650  
Los Angeles, California 90025

EDWARD & NANCY LAST TRUST  
c/o QCA Management Company, Inc.  
1111 Santa Monica Blvd. Suite 1650  
Los Angeles, California 90025

STEVEN RAVITZ  
c/o QCA Management Company, Inc.  
1111 Santa Monica Blvd. Suite 1650  
Los Angeles, California 90025

**COMPLAINANT**

KEVIN E. GROOMES  
3701 2<sup>nd</sup> Street – Trailer 375  
Coralville, Iowa 52241

and

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

**Description of the Parties:** Complainant alleges discrimination in the area of housing on the bases of disability and retaliation. Complainant alleges Respondents failed to provide a reasonable accommodation by refusing his request for an assistance animal and this resulted in different terms, conditions or privileges of rental, based on disability. Complainant also alleged that day after he requested an assistance animal; Respondents issued him a 60-day notice terminating his tenancy in retaliation for exercising his right to request and assistance animal. Respondents deny all of Complainant's claims and allegations, including allegations of discrimination against Complainant. Respondents deny they refused Complainant's request for an assistance animal. Respondents deny the 60-day notice terminating his tenancy was in retaliation for exercising his right to request an assistance animal, and Respondents affirmatively state the notice was in fact due to Complainant's abusive and threatening language towards Respondents. The subject property is a 212-unit trailer park, known as, Western Hills Mobile Home Estates, located at 3701 2<sup>nd</sup> Street, Coralville, Iowa 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 Complainant 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 ICRA makes it unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, on account of the person having exercised or enjoyed, or on account of the person having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by section 216.8, 216.8A, or 216.15A. Iowa Code § 216.11(A).

Respondents acknowledge the FHA makes it unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of his having exercised or enjoyed, or on account of his having aided or encouraged any other person in

the exercise or enjoyment of, any right granted or protected by section 3603, 3604, 3605, or 3606 of this title. 42 U.S.C. 3617.

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)(2)(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.

Assistance animals are often referred to as service animals, emotional support animals, therapy animals, companion animals or support animals. Under the FHA and ICRA, an assistance animal is “not a pet. It is an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance animals perform many disability-related functions, including but not limited to, guiding individuals who are blind or have low vision, alerting individuals who are deaf or hard of hearing to sounds, providing protection or rescue assistance, pulling a wheelchair, fetching items, alerting persons to impending seizures, or providing emotional support to persons with disabilities who have a disability-related need for such support.” *Service Animals and Assistance Animals for People with Disabilities in Housing and HUD-Funded Programs*, U.S. Department of Housing and Urban Development, FHEO Notice: FHEO-2013-01, April 25, 2013, at 2.

After receiving a request, housing providers must consider the following:

- (1) Does the person seeking to use and live with the animal have a disability (a physical or mental impairment that substantially limits one or more major life activities)?
- (2) Does the person making the request have a disability-related need for an assistance animal? (afford a person with disabilities an equal opportunity to use or enjoy the dwelling).

A request for accommodation can be denied if the accommodation would impose an undue financial and administrative burden or if it would fundamentally alter the essential nature of the housing provider's services. “The determination of undue financial and administrative burden must be made on a case-by-case basis involving various factors, such as the cost of the requested accommodation, the financial resources of the provider, the benefits that the accommodation would provide to the requester, and the availability of alternative accommodations that would effectively meet the requester's disability-related needs.” Joint Statement of the Department of Housing and Urban Development and the Department of Justice, *Reasonable Accommodations Under The Fair Housing Act*, May 17, 2004, at 7.

“The request may also be denied if: (1) the specific assistance animal in question poses a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation, or (2) the specific assistance animal in question would cause substantial physical damage to the property of others that cannot be reduced or

eliminated by another reasonable accommodation. Breed, size, and weight limitations may not be applied to an assistance animal. A determination that an assistance animal poses a direct threat of harm to others or would cause substantial physical damage to the property of others must be based on an individualized assessment that relies on objective evidence about the specific animal's actual conduct — not on mere speculation or fear about the types of harm or damage an animal may cause and not on evidence about harm or damage that other animals have caused. Conditions and restrictions that housing providers apply to pets may not be applied to assistance animals.” FHEO-2013-01 *at 3*.

Respondents acknowledge they will consider each tenant or prospective tenant’s situation and accommodation request individually to determine if the requested accommodation is reasonable. The parties acknowledge that if the disability is not known or obvious, Respondents may make a reasonable inquiry and request documentation from a health care provider that verifies the tenant/prospective tenant’s disability, without seeking or collecting information regarding the nature of the disability. In addition, Respondents may make reasonable inquiry and request documentation from a health care provider that verifies the tenant or prospective tenant’s need for the accommodation, i.e., the relationship between the person’s disability and the need for the requested accommodation.

Assistance animals cannot be subjected to monthly pet fees since they are not considered pets under the FHA and ICRA. Housing providers cannot require special tags, equipment, certification or special identification of assistance animals.

### **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 his 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, 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**

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 Brochures**

12. Within thirty (30) days of the execution of this Settlement Agreement, Respondents agree to promote Fair Housing, by printing the Commission's fair housing brochure, "Fair Housing and You," and display them at the subject property's management office, in a conspicuous location easily viewable to tenants and prospective tenants.

Respondents agree to access the brochure on the Commission's website at:  
[https://icrc.iowa.gov/sites/default/files/publications/2013/FairHousing\\_English\\_2013.pdf](https://icrc.iowa.gov/sites/default/files/publications/2013/FairHousing_English_2013.pdf)

Respondents agree to send documentation to the Commission verifying the fair housing brochures have been displayed within ten (10) days of displaying the brochures.

### **Relief for Complainant**

13. Respondents agree to rescind their 60 Days' Notice of Lease Cancellation that was scheduled to end Complainant's existing lease agreement effective May 7, 2018. Complainant's continued tenancy at Western Hills Mobile Home Estates is contingent upon Complainant's compliance with the terms of his lease agreement and all of Respondents' rules and regulations. In addition, Complainant specifically agrees he will treat Respondents and their employees and tenants with courtesy and respect. Complainant acknowledges any use of abusive or vile language is strictly prohibited and could result in discipline up to and including eviction, as outlined in his lease agreement.

Respondents agree all tenant rules, regulations and lease agreements will be enforced fairly and without discrimination, harassment or retaliation. Respondents and their employees agree to treat Complainant with courtesy respect.

14. Respondents agree to grant Complainant's reasonable accommodation request and allow him to have an assistance animal live with him at the subject dwelling. Complainant agrees he is solely responsible for the conduct of his assistance animal.

**Reporting and Record-Keeping**

- 15. Respondents agree to send documentation to the Commission verifying the fair housing brochures have been displayed within ten (10) days of displaying the brochures, as evidence of compliance with Term 12 of this Agreement.

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

Sylvia Owens  
Iowa Civil Rights Commission  
Grimes State Office Building  
400 East 14th Street,  
Des Moines, Iowa 50319  
[sylvia.owens@iowa.gov](mailto:sylvia.owens@iowa.gov)  
Telephone: 515-281-6434

\_\_\_\_\_  
Les Osborne, RESPONDENT Date

\_\_\_\_\_  
QCA Management Company, Inc., RESPONDENT Date

\_\_\_\_\_  
1999 Gordon Family Trust, RESPONDENT Date

\_\_\_\_\_  
Edward & Nancy Last Trust, RESPONDENT Date

\_\_\_\_\_  
Stephen Ravitz, RESPONDENT Date

\_\_\_\_\_  
Kevin E. Groomes, COMPLAINANT Date

\_\_\_\_\_  
Kristin H. Johnson, DIRECTOR Date  
IOWA CIVIL RIGHTS COMMISSION