

# **PREDETERMINATION SETTLEMENT AGREEMENT**

CP# 04-16-68848  
HUD# 07-16-4305-8

## **PARTIES TO THE SETTLEMENT AGREEMENT**

### **RESPONDENTS**

#### **HICKORY GROVE HOMEOWNERS ASSOCIATION**

Board of Directors  
Westwinds Real Estate Services, Inc.  
519 Kirkwood Avenue  
Iowa City, Iowa 52240

#### **WESTWINDS REAL ESTATE SERVICES, INC.**

519 Kirkwood Avenue  
Iowa City, Iowa 52240

#### **JEFF VANATTER**

Westwinds Real Estate Services, Inc.  
519 Kirkwood Avenue  
Iowa City, Iowa 52240

### **COMPLAINANT**

#### **ANN KOLSRUD**

1905 Lakeside Drive  
Iowa City, Iowa 52240  
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 basis of disability. Complainant alleges she and her roommate made an offer to purchase a condominium contingent upon Respondents allowing her roommate's 18-pound pet dog and her 75-pound service dog. By refusing to waive their "one dog, 35-pound" policy for her assistance animal, Complainant alleges Respondents failed to provide a reasonable accommodation, which resulted in a refusal to sell and in different terms and conditions of sale based on disability. Respondents deny having discriminated against Complainant, but agree to settle this claim in the underlying action by entering into this Predetermination Settlement Agreement. The subject property is a 12-unit condominium complex, Hickory Grove, located at 420 First Avenue #208, Iowa City, Iowa 52245.

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 against any person because of the person’s race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in the terms, conditions, or privileges of the sale, rental, lease assignment, or sublease of any real property or housing accommodation or any part, portion, or interest in the real property or housing accommodation or in the provision of services or facilities in connection with the real property or housing accommodation. Iowa Code § 216.8(1)(b).

Respondents acknowledge the federal Fair Housing Act (FHA) makes it unlawful to discriminate against any person 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 race, color, religion, sex, familial status, or national origin.  
42 U.S.C. 3604(b) (§ 804(b) of the FHA).

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. 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 ICRA makes it unlawful to discriminate in the sale or rental or otherwise make unavailable or deny a dwelling to any buyer or renter because of a disability. 42 U.S.C. 3604(f)(1) (§ 804(f)(1)(A) of the Fair Housing Act; Iowa Code § 216.8A(3)(a)(1).
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) (§ 804(f)(2)(a) of the Fair Housing Act); Iowa Code § 216.8A(3)(b)(1).

6. 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.

Respondents acknowledge they will consider each occupant or prospective occupant'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 occupant/prospective occupant'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 occupant or prospective occupant's need for the accommodation, i.e., the relationship between the person's disability and the need for the requested accommodation.

### **Voluntary and Full Settlement**

7. 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.
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 of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint 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 examine witnesses, collect documents, or require written reports for the purpose of ensuring that all specified terms of this Agreement are met.
11. The parties acknowledge, if the Commission or the U.S. Department of Housing and Urban Development (HUD) has reasonable cause to believe that Respondents have breached this Agreement, the Commission may refer the matter to the Iowa Department of Justice - Office of the Attorney General, and HUD may refer the matter to the U.S. Department of Justice.

### **Disclosure**

12. 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**

13. 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**

14. Respondents agree all current members of the Hickory Grove Homeowners Association's Board of Directors will receive 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 will address all aspects of fair housing law, but will emphasize the law regarding how to handle requests for reasonable accommodations from an individual with a disability. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

Respondent Hickory Grove Homeowners Association also agrees to send documentation to the Commission, verifying the fair housing training has been completed, within ten (10) days of completing the training.

## **Assistance Animal Fact Sheet**

15. Within thirty (30) days of the execution of this Settlement Agreement, Respondent Hickory Grove Homeowners Association agrees to distribute the ICRC Fact Sheet, "Assistance Animals and the Fair Housing Act," to the owner of each condo unit.

Respondent Hickory Grove Homeowners Association also agrees to send documentation to the Commission within ten (10) days of their distribution, verifying the ICRC Fact Sheets have been distributed.

## **New Policy and Practice**

16. Respondent Hickory Grove Homeowners Association agrees, within thirty (30) days of the execution of this Agreement, to adopt and implement specific, uniform, and objective written standards, procedures, and forms 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.

Respondent Hickory Grove Homeowners Association agrees within thirty (30) days of the execution of this Agreement to send documentation to the Commission detailing their said procedures with copies of their reasonable accommodation policy and applicable forms. \

Prior to execution of purchase or rental, if prospective buyers or occupants inquire about reasonable accommodations, Respondent Hickory Grove Homeowners Association shall inform them of their ability to seek reasonable accommodations.

Respondent Hickory Grove Homeowners Association shall adopt a Reasonable Accommodation Policy and forms to implement the policy, using the following forms or forms substantially equivalent:

- Reasonable Accommodation Policy (Attachment 1)
- Assistance Animals Policy (Attachment 5)
- Guidelines Regarding Assistance Animals (Attachment 6)
- Application for Reasonable Accommodation ( Attachments 2-4)

Upon adopting specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodations, Respondent Hickory Grove Homeowners Association shall provide written notice of those standards, procedures and forms to each current and future resident who has requested an accommodation.

Respondent Hickory Grove Homeowners Association shall keep written records of each request for reasonable accommodation for a minimum of five years. 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.

### **Relief for Complainant**

17. Within fifteen days of receiving a Closing Letter from the Commission, Respondent Hickory Grove Homeowners Association agrees to make a \$5,000 donation to Cares KS Foundation, located at 122 19<sup>th</sup> Road, Miltonvale, KS 67466. The EIN or Employer Identification Number, also known as a federal Tax Identification Number (TIN), for Cares KS Foundation is 45-3196270.

Within 60 days of the execution of the Agreement, Respondent Hickory Grove Homeowners Association shall forward to the Commission a copy of the receipt issued to them by Cares KS Foundation acknowledging their \$5,000 donation.

**Reporting and Record-Keeping**

- 18. Respondent Hickory Grove Homeowners Association shall forward to the Commission objective evidence of the successful completion of fair housing training by all their current Board of Directors in the form of a Certificate or a letter from the entity conducting the training within ten (10) days of the completion of the training, as evidence of compliance with Term 14 of this Agreement.
- 19. Respondent Hickory Grove Homeowners Association agrees to send documentation to the Commission, verifying the ICRC Fact Sheets have been distributed, within ten (10) days of distributing them, as evidence of compliance with Term 15 of this Agreement.
- 20. Within thirty (30) days of the execution of this Settlement Agreement, Respondent Hickory Grove Homeowners Association shall submit a written report to the Commission detailing their reasonable accommodation procedures with a copy of their reasonable accommodation policy and applicable request forms, as objective evidence that they have adopted and implemented specific, uniform, and objective written standards, procedures and said forms for receiving and handling requests made by people with disabilities for reasonable accommodation, as evidence of compliance with Term 16 of this Agreement.
- 21. Within 60 days of the execution of the Agreement, Respondents shall forward to the Commission a copy of the receipt issued to them by Cares KS Foundation acknowledging Respondent Hickory Grove Homeowners Association’s \$5,000 donation, as evidence of compliance with Term 17 of this Agreement.

All required documentation of compliance must be submitted to:

Don Grove, Iowa Civil Rights Commission  
Grimes State Office Building  
400 East 14th Street,  
Des Moines, Iowa 50319

\_\_\_\_\_  
Hickory Grove Homeowners Association, RESPONDENT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ann Kolsrud, COMPLAINANT

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date