

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 04-17-70325
HUD# 07-17-6329-8

PARTIES TO THE SETTLEMENT AGREEMENT

RESPONDENTS

BERANEK RENTALS, LLC
Scott J. Rogers, Registered Agent
PO Box 1078
Council Bluffs, Iowa 51502

TERRY BERANEK
2602 4th Avenue
Council Bluffs, Iowa 51501

COMPLAINANT

BRENDA PARSONS
3314 12TH Avenue Unit B
Council Bluffs, Iowa 51501

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 Respondents failed to provide a reasonable accommodation when they refused to provide an accessible route from her car to her front door, resulting in different terms and conditions of rental based on disability. Respondents own or manage the subject property, two duplexes located at 3314 12th Avenue, Council Bluffs, Iowa 51501.

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).
3. Respondents acknowledge the Fair Housing Act (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)(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 designate an accessible route or a reserved parking space as a reasonable accommodation when necessary to permit an individual with a disability equal opportunity to use and enjoy a dwelling.

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

- (1) Does the person seeking a reasonable accommodation 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 accessible route or reserved parking space? (afford a person with disabilities an equal opportunity to use or enjoy the dwelling).

A request for an 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.

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 or the diagnosis. 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.

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 her 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 Training

12. Respondent Terry Beranek each of Respondents' current employees or agents who are involved in the management or operation of residential rental properties 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 individuals 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.

Respondents also agree to send documentation to the Commission verifying the fair housing training has been completed within ten (10) days of completing the training.

Relief for Complainant

13. Within seven days of receiving a Closing Letter from the Commission, Respondents agree to create and mark an accessible route from the west side Garage B's driveway to the beginning of the sidewalk that leads to Complainant's front door. Respondents will paint/stripe a designated access area (rectangle) on the two driveways located at 3314 12th Avenue that is 30 inches deep (starting on the north edge of the driveway at the point closest to the garage doors and 30 inches south down the driveway) and spanning across the entire width of the two driveways west to east (directly in front of garage door A and garage door B). The designated access area will allow Complainant to exit her car and use her mobility device (27 inches wide) to walk in front of the garage doors and in front of cars parked on the driveway. The designated access area will continue from the driveway and across the walkway (located on the east side of garage A) until it connects to the sidewalk that leads to Complainant's front door. No cars will be allowed to park in the designated (painted/striped) access areas. Respondents will keep the paint/stripping maintained at all times. This agreement does not in any way limit Respondents from enforcing the access zone restrictions, including towing violating vehicle at owner's expense or at the expense of the tenant who gave permission to such owner to violate the access area.

Respondents also agree to send photos of the painted/striped access areas to the Commission within seven (7) days of receiving a Closing Letter from the Commission.

14. The parties agree to treat each other with respect. Respondents agree all tenant rules, regulations, and lease agreements will be enforced fairly and without harassment, discrimination, or retaliation. The tenants in Unit A will be expected to treat Complainant

with courtesy and respect and without harassment, discrimination, or retaliation. Respondents agree after mowing, they will blow grass clippings from Complainant's driveway and sidewalk to ensure they are safe and accessible for her. In addition, Respondents agree to try and avoid blowing grass clippings from the mower onto Complainant's vehicle as it is difficult for her to clean them off her vehicle. Respondents cannot guarantee that no grass clippings will make their way onto tenant vehicles given the extremely close proximity of the vehicles to the grass.

Complainant agrees to follow the terms of her lease agreement and all of Respondents' rules and regulations. Complainant agrees to treat her neighbors with courtesy and respect and without harassment, discrimination, or retaliation.

Reporting and Record-Keeping

- 15. Respondents agree to send documentation to the Commission as 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 within ten (10) days of the completion of the training, as evidence of compliance with Term 12 of this Agreement.
- 16. Within seven days of receiving a Closing Letter from the Commission, Respondents agree to send photos of the painted/striped access area to the Commission, as evidence of compliance with Term 13 of this Agreement.

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

Natalie Burnham
 Iowa Civil Rights Commission
 Grimes State Office Building
 400 East 14th Street,
 Des Moines, Iowa 50319
 Natalie.Burnham@iowa.gov

 Beranek Rentals, LLC, RESPONDENT _____
 Date

 Terry Beranek, RESPONDENT _____
 Date

 Brenda Parsons, COMPLAINANT _____
 Date

 Kristin H. Johnson, DIRECTOR _____
 Date
 IOWA CIVIL RIGHTS COMMISSION

Attachment 1
REASONABLE ACCOMODATION

_____ (property owner, manager) is committed to granting reasonable accommodation to its rules, policies, practices, or services when such accommodations may be necessary to afford people with disabilities the equal opportunity to use and enjoy their dwellings, as required by federal, state and local law. A reasonable accommodation may include a change or exception to a rule or policy that is needed because of a person's disability, or it may be a physical change to a unit or common area. It is _____'s general policy to provide reasonable accommodations to individuals with disabilities whenever an individual has a disability and there is a disability-related need for the requested accommodation. A disability-related need for a requested accommodation exists when there is an identifiable relationship, or nexus, between the requested accommodation and the individual's disability.

_____ accepts reasonable accommodation requests from persons with disabilities and those acting on their behalf. Reasonable Accommodation Request forms are available at _____, and may be returned to that office when complete. They will then be forwarded to _____. If you require assistance in completing the form, or wish to make the request orally, please contact _____. _____ will keep a record of all requests.

We will make a prompt decision on your request. If the request is of a time-sensitive nature, please let us know and we will expedite the decision-making process. In the event we need additional information to make a determination, we will promptly advise you of the information needed. It is _____'s policy to seek only the information needed to determine if a reasonable accommodation should be granted under federal, state or local law. We will not ask about the nature or extent of your disabilities. If we grant the request, you will receive a letter so indicating.

If we deny the request, we will provide you with a letter stating all of the reasons for our denial. If an individual with a disability believes that the request has been denied unlawfully or a response has been unreasonably delayed, then he or she may file a complaint by writing or calling any of the following:

Iowa Civil Rights Commission

Grimes Building, 400 E. 14th St.
Des Moines, Iowa 50319
515-281-4121 or 1-800-457-4416
<https://icrc.iowa.gov>

HUD – Regional Fair Housing Office

400 State Ave., Room 200
Kansas City, Kansas 66101
913-551-6993 or 1-800-743-5323
www.hud.gov



Attachment 2

ASSISTANCE ANIMALS POLICY

One common type of reasonable accommodation is allowing a person with a disability to keep an assistance animal. An assistance animal is any animal that works, provides assistance, 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. _____ is committed to ensuring that individuals with disabilities may keep such animals in _____ to the extent required by federal, state and local law.

An animal that is trained to do work or perform tasks for an individual with a disability is known as a service animal. It is often readily apparent that an animal is trained to do work or perform tasks for the benefit of a person with a disability, such as a dog that guides an individual with a visual impairment. Where it is readily apparent that an animal is a trained service animal, for example, a dog trained to guide an individual with a visual impairment, _____ will not inquire about the individual's disability or the animal's training.

In the case of a resident who requests a reasonable accommodation for an assistance animal that provides emotional or other assistance that ameliorates one or more symptoms or effects of the resident's disability, _____ may require a statement from a health or social service professional¹ indicating:

- i. That the applicant has a disability, and
- ii. That the animal would provide emotional support or other assistance that would ameliorate one or more symptoms or effects of the disability.

In the case of a resident who requests a reasonable accommodation for an assistance animal that does work or performs tasks for the benefit of a person with a disability, _____ may require that the resident provide:

- i. A statement from a health or social service professional indicating that the person has a disability, and
- ii. Information that the animal has been individually trained to do work or perform tasks that would ameliorate one or more symptoms or effects of the disability, or information that the animal, despite lack of individual training, is able to do work or perform tasks that would ameliorate one or more symptoms or effects of the disability.

If an assistance animal both provides emotional support or other assistance that ameliorates one or more effects of a disability and does work or performs tasks for the benefit of a person with a physical disability, _____ may require compliance with either of the two preceding paragraphs, but not both.

¹ "Health or social service professional" means a person who provides medical care, therapy or counseling to persons with disabilities, including, but not limited to, doctors, physician assistants, psychiatrists, psychologists, or social workers.

Attachment 3

GUIDELINES REGARDING ASSISTANCE ANIMALS

- A. _____ (property owner, manager) considers reasonable accommodation requests consistent with the definition of disability as outlined by the Fair Housing Act (FHA) and the Iowa Civil Rights Act (ICRA). The FHA and ICRA define “disability” as: “(1) a physical or mental impairment which substantially limits one or more of such person’s major life activities; (2) a record of having such an impairment, or (3) being regarded as having such impairment.” 42 U.S.C. § 3602(h); Iowa Code § 216.2(5). “Major life activities” include activities “such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.” 161 Iowa Admin. Code § 9.3; 24 C.F.R. § 100.201.
- B. _____ (property owner, manager) will review and respond promptly to all reasonable accommodation requests.
- C. All information received by _____ (property owner, manager) regarding an individual's disability, including physical, mental, psychological, and/or psychiatric conditions, shall be kept confidential unless the individual authorizes the release of the information or _____ (property owner, manager) is required to produce the information in response to a Court order, on notice to the affected individual(s).
- D. If the tenant has a disability and a disability-related need for a reasonable accommodation under federal, state or local law, _____ (property owner, manager) will grant such accommodation, including a request to keep an assistance animal. _____ (property owner, manager) will not retaliate against any person because that individual has requested or received a reasonable accommodation. _____ (property owner, manager) will not discourage any individual from making a reasonable accommodation request, including a request to keep an assistance animal. While it is _____’s (property owner, manager) policy to not allow any pets, assistance animals are not pets. However, a tenant must request an exception to the no-pet policy in order to keep an assistance animal.
- E. _____ may deny a request or require the removal of a particular assistance animal from the premises if the animal poses a direct threat (i.e., a significant risk of substantial harm) to the health or safety of other individuals that cannot be eliminated or reduced to an acceptable level by another reasonable accommodation, considering the health and safety of the other individual(s) and the need for an accommodation, or if the animal would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation. _____ will base such determinations upon consideration of the behavior of the particular animal at issue, and not on speculation or fear about the types of harm or damage an animal may cause.
- F. When assistance animals are in common or public areas, they must be kept on a leash or in a carrier or cage, unless those devices prevent assistance animals from performing a disability-related task. Additionally, like any other tenant, owners of assistance animals remain subject to the provisions of their leases, with the exception that they are allowed to occupy the

premises with their assistance animals. Similarly, owners of assistance animals shall comply with all state and local animal laws, including such laws or ordinances requiring animal owners to clean up animal waste, except when such laws are preempted by the Fair Housing Act, Section 504 of the Rehabilitation Act, or the Americans with Disabilities Act or the owner is entitled to a reasonable accommodation.

- G. _____ may take action against the owner for noise or damages caused by an assistance animal to the same extent that it takes such action against tenants who have caused similar noise or damages

Attachment 4

FORM A: APPLICATION FOR REASONABLE ACCOMMODATION

Complete this form if you have a disability and would like to request an accommodation. If you require assistance completing this form, or wish to make this request orally, please contact _____ at _____.

Name: _____

Address: _____

Telephone: _____ E-mail: _____

Person requesting accommodation (if different from resident). Indicate relationship to resident:

1. Please describe the reasonable accommodation you are requesting:

2. Please explain why this reasonable accommodation is needed. You need not provide detailed information about the nature or severity of the disability.

3. If you are requesting permission to have an assistance animal in your apartment, please complete the following:
 - (a) Is it readily apparent that the assistance animal is a trained service animal (for example, an animal trained to assist you with a visual impairment or similar disability)?

Yes No
 - (b) If your answer to 3(a) above was No, please complete the following:
 - i. Type of animal: _____
 - ii. Is the animal required because of a disability? Yes No
 - iii. Does the animal perform work or do tasks for you because of your disability?

Yes No

IF THE ANIMAL PERFORMS WORK OR TASKS FOR YOU, PLEASE PROVIDE THE FOLLOWING:

- (1) A statement from a health or social service professional indicating that you have a disability (i.e., you have a physical or mental impairment that substantially limits one or more major life activities). You may use, but are not required to use, Form B.
- (2) An explanation of how the animal has been trained to do work or perform tasks that ameliorate one or more symptoms or effects of your disability or, if the animal lacks individual training, how animal is able to do work or perform tasks that ameliorate one or more symptoms or effects of your disability.
- (3) Please provide proof of current vaccination and/or license for the assistance animal requested

IF THE ANIMAL DOES NOT PERFORM WORK OR DO TASKS FOR YOU, BUT PROVIDES EMOTIONAL SUPPORT OR AMELIORATES ONE OR MORE EFFECTS OF YOUR DISABTLTY, PLEASE PROVIDE THE FOLLOWING:

- (1) A statement from a health or social service professional indicating: (a) that you have a disability; (b) the animal would provide emotional support or other assistance that would ameliorate one or more symptoms or effects of your disability; and (c) how the animal ameliorates the symptoms or effect(s). You may use, but are not required to use, Form B.
- (2) Please provide proof of current vaccination and/or license for the assistance animal requested
4. If you are requesting a different modification or accommodation, please describe it here:

Please note, your request will be reviewed and a response issued to you within two weeks. Additional information may be requested before an approval can be issued.

Applicant Signature: _____

Date: _____

Attachment 5

Form B: Assistance Animal Requests: Health Care Professional Form

Name: _____

Address: _____

Telephone: _____ E-mail: _____

I, _____, intend to request that _____

permits me to keep an assistance animal as a reasonable accommodation for my disability. In connection with that application, I am requesting that you complete this form regarding my disability.

Applicant Signature

Date

TO BE COMPLETED BY HEALTH CARE PROFESSIONAL

NAME:

ADDRESS:

TELEPHONE NUMBER:

1. Does the individual identified above have a disability?

2. Does or would an assistance animal provide disability-related assistance to the individual? One example of assistance is alleviating one or more of the symptoms or effects of the disability.

3. For animals that do not perform work or do tasks for the individual, how would the animal ameliorate one or more of the symptoms or effects of the disability?

4. If you would like to submit additional supporting materials, please provide them with this form.

Name: _____

Signature: _____

Title: _____

Date: _____