

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 05-15-67462
HUD# 07-15-0445-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

[NAME REDACTED]
[Address Redacted]

[NAME REDACTED]
[Address Redacted]

COMPLAINANT

[NAME REDACTED]
[Address Redacted]

and

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

Description of the Parties:

Complainant and his father are persons with disabilities who require the use of assistance animals. Complainant alleged Respondents refused to waive their no-pet policy to allow them to have assistance animals, which resulted in different terms and conditions of rental based on disability. Respondents own or manage the subject property, a rental duplex located at [Address Redacted].

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as 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

Respondents and Complainants acknowledge and agree as to the following points regarding fair housing laws:

1. 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. 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. The Federal Fair Housing Act (FHA) and the ICRA 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) (§ 804(f)(1) of the Fair Housing Act); Iowa Code § 216.8A(3)(a)(1).
4. 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).
5. 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. A housing provider’s obligation under the FHA and ICRA is 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 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. Assistance animals (service animals, emotional support animals, therapy animals, companion animals or support animals) are not considered pets under the FHA and ICRA and cannot, therefore, be subjected to pet fees or pet deposits.

Allowing an assistance animal qualifies as a reasonable accommodation if the animal is needed to assist an individual with a disability as required by law and if otherwise required under the law. Under the FHA and ICRA, an assistance animal qualifies as a reasonable accommodation if the animal works, 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.

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

Housing providers must consider each tenant or prospective tenant's situation and accommodation request individually to determine if the requested accommodation is reasonable and is otherwise required under the law. The parties acknowledge that if the disability is not known or obvious, a housing provider 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, housing providers 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.

A housing provider can deny a request for a reasonable accommodation if it would impose an "undue financial and administrative burden" or it would "fundamentally alter the nature of the provider's operations." "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.

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, or evidence, of any wrongdoing, violation of law, liability, fault, or responsibility on the part of any party. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in their 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 review compliance with this Agreement. And as part of such review, Respondents agree the Commission may request, in writing, and thereafter review pertinent documents and/or written reports or the like from Respondents, all of which will be conducted in a reasonable manner by the Commission.

Disclosure

11. Because, pursuant to Iowa Code § 216.15A(2)(d), 42 U.S.C. 3610(b)(4), and 24 CFR 103.330(b), 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

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, 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.

Public Interest

Fair Housing Poster

13. Within thirty (30) of their receipt of the Closing Letter from the Commission, Respondents agree to mail/email, or email an online link to, the federal Fair Housing Poster (English and Spanish) to all current and future tenants.

The Fair Housing Posters can be obtained online at:

http://portal.hud.gov/hudportal/documents/huddoc?id=Fair_Housing_Poster_Eng.pdf

http://portal.hud.gov/hudportal/documents/huddoc?id=Fair_Housing_Poster_Sp.pdf

Respondents also agree to send documentation to the Commission, verifying the fair housing posters have been mailed/emailed to all current tenants, within fourteen (14) days of mailing the posters.

Iowa Landlord-Tenant Legal Guide

14. Within thirty (30) of their receipt of the Closing Letter from the Commission, Respondents agree to mail/email, or email an online link to, to all current and future tenants an online legal guide regarding Iowa Landlord-Tenant Law.

Respondents also agree to send documentation to the Commission, verifying the completion/satisfied of this term regarding all current tenants, within fourteen (14) days of completion.

Assistance Animals Factsheet

15. Respondents agree to provide the Commission's factsheet, "Service and Emotional Support Animals under the Fair Housing Act," to all current tenants – within thirty (30) days their receipt of the Closing Letter from the Commission – and future new tenants – at the start of the lease term – as either a hard-copy document downloaded from the Commission's website or by emailing the online link, https://icrc.iowa.gov/sites/files/civil_rights/publications/2012/FactsheetServiceAnimals.pdf.

Respondents also agree to send documentation to the Commission, verifying the above described factsheet has been made available to all current tenants as noted above, within fourteen (14) days of mailing or emailing the factsheets.

Fair Housing Training

16. Respondents agree they will receive training on the requirements of State and Federal Fair Housing Laws within one year 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 individuals with disabilities. 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 fourteen (14) days of completing the training.

Policy

17. For all residential rental properties owned and managed, now and in the future, Respondents agree, within thirty (30) days of their receipt of the Closing Letter from the Commission, to adopt and implement specific, uniform, and objective written procedure/policy 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.

Attached hereto, as Attachments 1 and 2, are as follows: (1) Respondents' adopted procedure/policy for receiving and handling requests made by people with disabilities for reasonable accommodation, which complies with the law, and (2) a written form that can be used by applicants requesting a reasonable accommodation. Respondents shall implement and utilize this procedure/policy going forward.

Relief for Complainant

18. Within fourteen days (14) days of receiving a Closing Letter from the Commission, Respondents agree to pay Complainant Seven Hundred Fifty dollars (\$750.00) without any deductions. Complainant shall be fully liable for any taxes associated with the settlement amount. Respondents agree the Settlement Check will be made out to [Name Redacted] and will be mailed to Natalie Burnham with the Iowa Civil Rights Commission at the address listed on page one of this Agreement. Ms. Burnham will send the Settlement check to Complainant.

[Please see signature page on the next page]

[Name Redacted], RESPONDENT

Date

[Name Redacted], RESPONDENT

Date

[Name Redacted], COMPLAINANT

Date

Kristin H. Johnson, EXECUTIVE DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date