

PARTIES TO THE SETTLEMENT AGREEMENT

CP# 05-18-71957
HUD# 07-18-9068-8

RESPONDENTS

THUNDER RIDGE PROPERTIES, LLC
Adam R. Clark
2206 Thunder Ridge Boulevard - Office
Cedar Falls, Iowa 50613

CANDY HERSEY
Thunder Ridge Apartments
2206 Thunder Ridge Boulevard- Office
Cedar Falls, Iowa 50613

COMPLAINANT

DINA OVERKAMP F/K/A SCHADLE
2201 Thunder Ridge Boulevard Apartment 8B
Cedar Falls, Iowa 50613

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 are terminating her tenancy based on speculation that her assistance animal may cause harm and not on actual objective evidence. Complainant alleges different terms and conditions of rental based on her 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 180-unit apartment complex, known as, Thunder Ridge Apartments, located at 2201 Thunder Ridge Boulevard, Cedar Falls, Iowa 50613.

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 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).
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). 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

5. 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.
6. 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.
7. 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.
8. 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

9. 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

10. 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

11. Respondent Candy Hersey and 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 include an overview of fair housing laws, 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 fourteen (14) days of completing the training.

Relief for Complainant

12. Respondents agree to rescind their 30 Day Notice of Termination of Tenancy that was scheduled to end Complainant's tenancy effective May 31, 2018.
13. Complainant agrees to remove her assistance animal Winnie from the subject property on or before June 30, 2018.
14. Complainant will notify Respondents on or before June 30, 2018 whether she will remain a tenant after June 30, 2018.
15. If Complainant timely removes Winnie from the subject property, and elects to end her tenancy on or before June 30, 2018, Respondents agree to release Complainant from the terms of her rental agreement effective June 30, 2018. Respondents agree to consider Complainant's departure as a mutually agreed-upon termination of tenancy with no penalty, fees or future rent payments due for ending her lease before its November 30, 2018 expiration date. Complainant must pay June 2018 rent per her lease agreement.

Once Complainant has vacated the subject property, Respondents agree to do a check-out of the rental unit, with Complainant and her representative present, to confirm that it has been turned over to Respondents in good condition and without damage; normal wear and tear excepted.

Respondents agree to follow the provisions of Iowa Code § 562A.12 Uniform Residential Landlord and Tenant Law.

Within fourteen (14) days of Complainant vacating apartment 8B, Respondents agree to submit a written report to the Commission, detailing any charges deducted from Complainant's rental deposit for cleaning or damage to Apartment 8B.

16. Alternatively, if Complainant permanently removes Winnie from the subject property on or before June 30, 2018, Respondents agree Complainant can continue to live at the subject property through the end of her lease on November 30, 2018.
17. Respondents agree if Complainant permanently removes her assistance animal Winnie from the subject property, on or before June 30, 2018, she can have a new assistance animal live with her at the subject property as long as it does not pose a direct threat to the health or safety of others, as recognized by the Fair Housing Act and the Iowa Civil Rights Act.

18. Complainant's continued tenancy at Thunder Ridge Apartments is contingent upon her compliance with the terms of her lease agreement and all of Respondents' rules and regulations. Complainant agrees she is solely responsible for the conduct of her assistance animal. Respondents agree all tenant rules, regulations and lease agreements will be enforced fairly and without discrimination, harassment or retaliation.
19. Complainant agrees that if she fails to remove her assistance animal Winnie or fails to vacate the subject property on or before June 30, 2018, Respondents will immediately evict her.
20. Respondents agree they will provide a neutral landlord reference letter to Complainant for her use in response to all future landlord reference checks or inquiries regarding Complainant's tenancy at Respondents' property. Respondents agree to provide the same letter and information in response to any landlord reference inquiry. Respondents agree the letter will advise prospective landlords of the dates of Complainant's tenancy and that she paid her rent on time. The neutral landlord reference is contingent upon Complainant's compliance with the terms of her lease agreement and all of Respondents' rules and regulations and the conduct of her assistance animal.

Within fourteen (14) days of receiving a Closing Letter from the Commission, Respondents agree to note in Complainant's tenant file information describing this promise and responsibility concerning a neutral reference.

Within fourteen (14) days of the Respondents' receipt of a Closing Letter from the Commission, Respondents agree to send Complainant a neutral landlord reference letter as referenced above.

Within fourteen (14) days of receiving a Closing Letter from the Commission, Respondents also agree to send a copy of the landlord reference letter to the Commission, and a copy of the note placed in Complainant's tenant file describing Respondents responsibility to provide verbal and written neutral landlord references for Complainant.

Reporting and Record-Keeping

21. Respondents shall forward to the Commission 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 11 of this Agreement.
22. Within fourteen (14) days of Complainant vacating apartment 8B, Respondents agree to submit a written report to the Commission, detailing any charges deducted from Complainant's rental deposit for cleaning or damage to Apartment 8B, as evidence of compliance with Term 15 of this Agreement.

23. Within fourteen (14) of receiving a Closing Letter from the Commission, Respondents agree to send to the Commission a copy of the landlord reference letter issued to Complainant and a copy of the note placed in Complainant’s tenant file describing Respondents’ responsibility to provide a written neutral landlord reference for Complainant, as evidence of compliance with Term 20 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
Telephone: 515-281-6434

Thunder Ridge Properties, LLC, RESPONDENT

Date

Candy Hersey, RESPONDENT

Date

Dina Overkamp F/K/A Schadle, COMPLAINANT

Date

Kristin H. Johnson, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date