

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 09-11-61360

HUD# 07-11-0839-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

COUNTRY CLUB COOPERATIVE HOUSING ASSOCIATION

105 South 16th Street

Ames, Iowa 50010

HUNZIKER PROPERTY MANAGEMENT, INC.

105 South 16th Street

Ames, Iowa 50010

JASON MARRS

Hunziker Property Management

105 South 16th Street

Ames, Iowa 50010

COMPLAINANT

MARY CHAPMAN

Commissioner

Iowa Civil Rights Commission

400 East 14th Street

Des Moines, Iowa 50319

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties: Complainant is a member of the Iowa Civil Rights Commission. Complainant alleged Respondents failed to provide a reasonable accommodation by refusing to waive their \$300 “pet deposit” and \$20 monthly “pet fee” policies for a service animal and this constituted a denial of rental housing based on disability. Respondents documented to the Commission that in January of 2011, the Respondents adopted a new Assistive/Companion Animal Ownership Policy and application. Respondents alleged since January 2011, six tenants have applied for and gained approval for a service/companion animal; none of the six tenants paid a “pet deposit” or “pet fee” for their animal.

Respondents own or manage the subject property, a 54-unit apartment complex at 2310 Mortensen Parkway Unit 4, Ames, Iowa 50010.

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 Law

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 Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.

2. Respondents agree to refrain from committing any act of discrimination in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of Iowa Code Chapter 216.

3. Respondents acknowledge Federal and State Fair Housing Laws make it unlawful 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); Iowa Code § 216.8A(3)(a).

4. Respondents acknowledge Federal and State Fair Housing Laws 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); Iowa Code § 216.8A(3)(c)(2).

5. Respondents acknowledge their obligation under State and Federal Fair Housing Laws to waive their “pet deposit” and “pet fee” policies as a reasonable accommodation when necessary to permit an individual with a disability equal opportunity to use and enjoy a dwelling. Assistance animals categorized as either service animals or emotional support animals are not considered pets under the Fair Housing Act and cannot be subjected to pet rules, pet fees or pet deposits. Respondents acknowledge waiving “pet deposit” and “pet fee” policies for a service animal or emotional support animal qualifies as a reasonable accommodation if the animal is needed to assist an individual with a disability.

Under State and Federal Fair Housing Laws, waiving “pet deposit” and “pet fee” policies qualifies as a reasonable accommodation for an assistance animal if the animal 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.

Landlords cannot restrict the type of dog, size or weight of assistance animals and 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 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. The parties agree the terms of this Agreement shall be subject to public disclosure unless Complainant and Respondents agree otherwise, and the Commission determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.

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, and with regard to any and all other matters, 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. Respondents agree Jason Marrs 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.

Respondent also agrees to send documentation to the Commission, verifying the fair housing training has been completed, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of completing the training.

Updated Policy and Practice

13. Respondents agree to update their current Assistive/Companion Animal Ownership Policy and application and add the following language to both the policy and application, "Assistance animals categorized as either service animals or companion animals are not considered pets under the Fair Housing Act and will not be subjected to pet rules, pet fees or pet deposits."

Respondents agree to inform all applicants and occupants that they may request reasonable accommodations of Respondents' rules, policies, practices, and services. Prior to lease execution, if prospective tenants inquire about reasonable accommodations, Respondents shall inform them of their ability to seek reasonable accommodations.

Review of Tenant Files

14. Respondents agree to review all current tenant files to determine whether their employees or agents appropriately handled past requests for reasonable accommodations in accordance with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 et seq. If errors were made in the handling of past requests for reasonable accommodations, Respondents shall promptly correct those errors by notifying the affected tenants, granting the requests for reasonable accommodations, and refunding any monies unlawfully collected for pet fees or deposits.

Within ninety (90) days of the execution of this Settlement Agreement, Respondents shall report all errors to the Commission, as well as all actions taken to correct those errors, to the attention of Don Grove, Supervisor of Investigations. For each error, Respondents shall provide:

- Name, address, and telephone number of affected tenant;
- Date of request for reasonable accommodation;
- Nature of request;
- Date affected tenant notified of error; and
- Nature of action taken to correct error.

Relief for Complainant

15. Respondents agree to plan, conduct, or sponsor a Fair Housing Event in Ames, Iowa, prior to May 1, 2012. The Fair Housing Event will be open to other persons or organizations involved in the residential rental housing business, including housing providers, real estate agents, tenants, prospective tenants and Respondents' employees.

Respondents agree to provide specifics about the Fair Housing Event, including date and location, a list of invitees, and the agenda or outline of topics to be discussed, to the Commission, to the attention of Don Grove, Supervisor of Investigations, 30 days prior to the Fair Housing Event.

Signatures on Following Page (Page 6)

Country Club Cooperative Housing Association, RESPONDENT Date

Hunziker Property Management, Inc., RESPONDENT Date

Jason Marrs, RESPONDENT Date

Mary Chapman, COMPLAINANT Date

Beth Townsend, DIRECTOR Date

IOWA CIVIL RIGHTS COMMISSION