

# PREDETERMINATION SETTLEMENT AGREEMENT

CP# 01-13-63754  
HUD# 07-13-0296-8

## PARTIES TO THE SETTLEMENT AGREEMENT:

### RESPONDENTS

**SISTERS TWO, LLC**  
24839 River Bye Road  
Adel, Iowa 50003

**WILLIAM G. RHINER**  
24839 River Bye Road  
Adel, Iowa 50003

**DIXIE L. RHINER**  
24839 River Bye Road  
Adel, Iowa 50003

### COMPLAINANT

**MARY CHAPMAN**  
Commissioner  
Iowa Civil Rights Commission  
400 East 14th Street  
Des Moines, Iowa 50319

AND

**IOWA CIVIL RIGHTS COMMISSION**  
400 East 14<sup>th</sup> Street  
Des Moines, Iowa 50319

Description of the Parties: Complainant is a member of the Iowa Civil Rights Commission (hereinafter referred to as the Commission). As a member, Complainant has the authority to file a complaint alleging a discriminatory practice in violation of the "Iowa Civil Rights Act of 1965," Iowa Code Chapter 216. Complainant alleged Respondents failed to provide a reasonable accommodation by refusing to waive their \$200 non-refundable "pet deposit" policy and \$30 monthly "pet-fee" policy for a service animal and this resulted in different terms and conditions of rental and a denial of rental housing based on disability. Respondents own or manage the subject property, a 22-unit apartment complex, located at, 115 South 6<sup>th</sup> Street, Adel, Iowa 50003.

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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 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)(a); Iowa Code § 216.8A(3)(a).
4. Respondent acknowledges 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)(2)(a) and 42 U.S.C. 3604(f)(3)(b);  
Iowa Code § 216.8A(3)(b)(1) and Iowa Code § 216.8A(3)(c)(2).
5. Respondents acknowledge their obligation under State and Federal Fair Housing Laws to waive their “pet deposit” policy and “pet fee” policy 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 a “pet deposit” policy and “pet fee” policy 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 a “pet deposit” policy and “pet fee” policy 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 Dixie Rhiner 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, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of completing the training.

#### *New Policy and Practice*

13. For all residential rental properties owned and managed, now and in the future, Respondents agree, within thirty (30) days of the execution of this Settlement Agreement, to adopt and implement specific, uniform, and objective written standards and procedures 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., and include the following provisions:

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

Respondents shall use the following forms:

- Request for Reasonable Accommodation (Attachments 1 and 2), and
- Approval or Denial of Reasonable Accommodation Request (Attachment 3)

Oral requests for reasonable accommodations shall be recorded by Respondents' employees or agents using the "Request" form, Attachment 2.

Respondents shall keep written records of each request for reasonable accommodation. 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.

Upon adopting specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodations, Respondents shall provide written notice of those standards and procedures to each current and future resident who has requested an accommodation, in a form substantially equivalent to Attachment 4.

#### *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 residents, 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 submit a written report to the Commission, to the attention of Don Grove, Supervisor of Investigations, stating: (1) the number of tenant files reviewed, (2) the name and job title of the person or persons who reviewed those files, (3) the date or dates those files were reviewed, (4) the number of errors found, and (5) the number of errors corrected. For each error, Respondents shall include in its written report to the Commission the following information:

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

#### *Relief for Complainant*

15. Respondents agree to promote Fair Housing by notifying all their current tenants that 2013 is the 45<sup>th</sup> Anniversary of the Fair Housing Act, by printing a full-color flyer and distributing the flyer to each of their tenants on or before May 15, 2013. The flyer will be a minimum size of 8.5" x 11" and Respondents agree to access the flyer online at:  
[http://portal.hud.gov/hudportal/documents/huddoc?id=nfha\\_hud\\_12\\_en\\_chalkflag.pdf](http://portal.hud.gov/hudportal/documents/huddoc?id=nfha_hud_12_en_chalkflag.pdf)

Prior to the printing the flyers, Respondents agree to add the following contact information for the Commission to the flyer directly below the contact information for HUD or at the bottom of the flyer:

Or Contact the Iowa Civil Rights Commission at 515-281-4121 or Toll Free at 1-800-457-4416 or online at <http://www.state.ia.us/government/crc/>

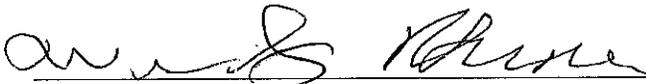
Respondents also agree to send a copy of the flyer distributed to tenants to the Commission, verifying the fair housing flyers have been distributed with a list of the address for each property with the number of rental units at each property that received the flyer, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of distributing the flyer.



Sisters Two, LLC, RESPONDENT

4-25-13

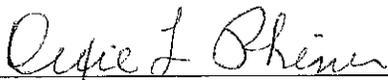
Date



William G. Rhiner, RESPONDENT

4-25-13

Date



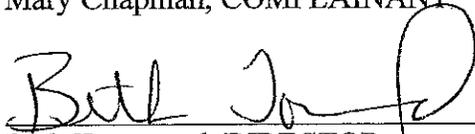
Dixie L. Rhiner, RESPONDENT

4-25-2013

Date

Mary Chapman, COMPLAINANT

Date



Beth Townsend, DIRECTOR  
IOWA CIVIL RIGHTS COMMISSION

4-29-13

Date

2013 APR 29 PM 12:23

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IOWA CIVIL RIGHTS COMMISSION

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\_\_\_\_\_  
Sisters Two, LLC, RESPONDENT

\_\_\_\_\_  
Date

\_\_\_\_\_  
William G. Rhiner, RESPONDENT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dixie L. Rhiner, RESPONDENT

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Mary Chapman, COMPLAINANT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Beth Townsend, DIRECTOR  
IOWA CIVIL RIGHTS COMMISSION

\_\_\_\_\_  
Date

## Attachment 1

### Reasonable Accommodation Policy for Persons with Disabilities

If a tenant or someone associated with a tenant has a disability, he/she may request a reasonable accommodation. Accommodations in rules, policies, practices, or services may be made when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling.

It is preferred that all requests for reasonable accommodations be submitted in writing to the Apartment Manager. Forms to request reasonable accommodations are available in the rental or leasing office. If a tenant or household member has difficulty completing the form, the Apartment Manager will assist him/her. Oral requests for reasonable accommodations will be recorded and processed in accordance with this policy.

Within fourteen (14) days of receiving the request for reasonable accommodation, the Apartment Manager will notify the person making the request whether the request was granted or denied, or whether additional information is needed before a decision can be made. If the request is denied, the Apartment Manager will include an explanation in the written notification.

If the request is denied, the affected tenant or household member may contact the Iowa Civil Rights Commission or the U.S. Department of Housing and Urban Development.

Iowa Civil Rights Commission  
400 East 14<sup>th</sup> Street  
Des Moines, Iowa 50319  
515-281-4121 or 800-457-4416

U.S. Department of Housing and Urban Development  
Office of Fair Housing & Equal Opportunity  
400 State Avenue  
Gateway Tower II  
Kansas City, Kansas 66101  
913-551-6958 or 800-743-5323

Attachment 2

## Request for Reasonable Accommodation

If you, a member of your household, or someone associated with you has a disability, and feel that there is a need for a reasonable accommodation for that person to fully enjoy the premises or have equal opportunity to use and enjoy a dwelling unit or the public or common use areas, please complete this form and return it to your Apartment Manager. Check all items that apply and explain fully. The Apartment Manager will assist you in completing this form, and will answer this request in writing within two weeks (*or sooner if the situation requires an immediate response*).

Name of Tenant or Applicant: \_\_\_\_\_

Today's Date: \_\_\_\_\_

Signature of Tenant or Applicant: \_\_\_\_\_

The person who has a disability requiring a reasonable accommodation is:

Me

A person associated or living with me

Name of person with disability: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

I am requesting the following change(s) in rule, policy, or practices so that I and persons associated or living with me can live here with equal opportunity to use and enjoy the premises.

I need the following change(s):

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I need this reasonable accommodation because:

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Requester

Date

Apartment Manager

Date

**Attachment 3**

## Request for Reasonable Accommodation

**[To be completed by Apartment Manager if Requester cannot or will not complete written form.]**

On \_\_\_\_\_, the undersigned Tenant or Applicant orally requested a reasonable accommodation. He/she requested the following change(s) in rule, policy or practices:

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Signature of Tenant or Applicant: \_\_\_\_\_

Name of Tenant or Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

I, the undersigned, Apartment Manager of \_\_\_\_\_ Apartments:

Gave the Tenant or Applicant the form, "Request for Reasonable Accommodation" and offered to assist in completing the form.

Granted the request.

Explained the request could not be evaluated until the following additional information is provided.

\_\_\_\_\_  
Apartment Manager

\_\_\_\_\_  
Date

Attachment 4

# Approval or Denial of Reasonable Accommodation Request

Dear: \_\_\_\_\_

Address: \_\_\_\_\_

On \_\_\_\_\_, you requested the following reasonable accommodation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

We have reviewed your request and we have decided:

To approve your request. We will make the following change(s) in rule, policy or practices:

\_\_\_\_\_  
\_\_\_\_\_

Date change(s) will be made: \_\_\_\_\_

To deny your request. We denied your request because:

\_\_\_\_\_  
\_\_\_\_\_

In making this denial decision, we relied on information provided by the following people or documents:

\_\_\_\_\_  
\_\_\_\_\_

To seek further information from you about your request. We cannot approve or deny your request without additional information or documentation. Please provide:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Apartment Manager

\_\_\_\_\_  
Date

# **PREDETERMINATION SETTLEMENT AGREEMENT**

CP# 12-12-63560  
HUD# 07-13-0183-8

## **PARTIES TO THE SETTLEMENT AGREEMENT:**

### **RESPONDENTS**

#### **2723 TERRACE DRIVE HOUSING COOP**

1007 Carriage Lane  
Cedar Falls, Iowa 50613

#### **MICHAEL MALLARO**

1007 Carriage Lane  
Cedar Falls, Iowa 50613

#### **TRACI MALLARO**

1007 Carriage Lane  
Cedar Falls, Iowa 50613

### **COMPLAINANT**

#### **MARY CHAPMAN**

Commissioner  
Iowa Civil Rights Commission  
400 East 14th Street  
Des Moines, Iowa 50319

**AND**

#### **IOWA CIVIL RIGHTS COMMISSION**

400 East 14<sup>th</sup> Street  
Des Moines, Iowa 50319

Description of the Parties: Complainant is a member of the Iowa Civil Rights Commission (hereinafter referred to as the Commission). As a member, Complainant has the authority to file a complaint alleging a discriminatory practice in violation of the "Iowa Civil Rights Act of 1965," Iowa Code Chapter 216. Complainant alleged Respondents failed to provide a reasonable accommodation by refusing to waive their

"no-pets" policy for an assistance animal and this resulted in different terms and conditions of rental and a denial of rental housing based on disability. Respondents own or manage the subject property, an eight-unit apartment complex, located at 2723 Terrace Drive, Cedar Falls, Iowa 50613.

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 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.
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42 U.S.C. 3604(f)(1)(a); Iowa Code § 216.8A(3)(a).
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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 Michael and Traci Mallaro 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.

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*New Policy and Practice*

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Respondents shall use the following forms:

- Request for Reasonable Accommodation (Attachments 2 and 3), and
- Approval or Denial of Reasonable Accommodation Request (Attachment 4)

Oral requests for reasonable accommodations shall be recorded by Respondents' employees or agents using the "Request" form, Attachment 3.

Respondents shall keep written records of each request for reasonable accommodation. 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.

Upon adopting specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodations, Respondents shall provide written notice of those standards and procedures to each current and future resident who has requested an accommodation, in a form substantially equivalent to Attachment 1.

#### *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 residents, 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 submit a written report to the Commission, to the attention of Don Grove, Supervisor of Investigations, stating: (1) the number of tenant files

reviewed, (2) the name and job title of the person or persons who reviewed those files, (3) the date or dates those files were reviewed, (4) the number of errors found, and (5) the number of errors corrected. For each error, Respondents shall include in its written report to the Commission the following information:

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

*Relief for Complainant*

15. Respondents agree Michael and Traci Mallaro will attend and participate in a Community Fair Housing Event within 120 days of receiving a Closing Letter from the Commission. Respondents also agree if they cannot find a Fair Housing Event to attend, Respondents will be amenable to the Commission's recommendation of an upcoming Fair Housing Event to be hosted in Cedar Falls or surrounding communities. The parties agree if Respondent cannot find a Fair Housing Event to attend and if the Commission does not recommend one this requirement would be voided.

Respondents agree to send written verification to the Commission and provide specifics about the Fair Housing Event they attended, including date, who attended, location, and topics discussed, to the Commission, to the attention of Don Grove, Supervisor of Investigations, within 10 days of attending a Fair Housing Event.



Michael Mallaro, RESPONDENT

2/28/13  
Date



Traci Mallaro, RESPONDENT

2/27/13  
Date

\_\_\_\_\_  
Mary Chapman, COMPLAINANT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Beth Townsend, DIRECTOR

\_\_\_\_\_  
Date

requirement would be voided.

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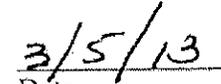
\_\_\_\_\_  
Michael Mallaro, RESPONDENT

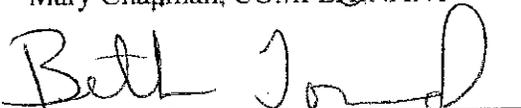
\_\_\_\_\_  
Date

\_\_\_\_\_  
Traci Mallaro, RESPONDENT

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Mary Chapman, COMPLAINANT

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Beth Townsend, DIRECTOR  
IOWA CIVIL RIGHTS COMMISSION

  
\_\_\_\_\_  
Date

## Attachment 1

### Reasonable Accommodation Policy for Persons with Disabilities

If a tenant or someone associated with a tenant has a disability, he/she may request a reasonable accommodation. Accommodations in rules, policies, practices, or services may be made when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling.

It is preferred that all requests for reasonable accommodations be submitted in writing to the Apartment Manager. Forms to request reasonable accommodations are available in the rental or leasing office. If a tenant or household member has difficulty completing the form, the Apartment Manager will assist him/her. Oral requests for reasonable accommodations will be recorded and processed in accordance with this policy.

Within fourteen (14) days of receiving the request for reasonable accommodation, the Apartment Manager will notify the person making the request whether the request was granted or denied, or whether additional information is needed before a decision can be made. If the request is denied, the Apartment Manager will include an explanation in the written notification.

If the request is denied, the affected tenant or household member may contact the Iowa Civil Rights Commission or the U.S. Department of Housing and Urban Development.

Iowa Civil Rights Commission  
400 East 14<sup>th</sup> Street  
Des Moines, Iowa 50319  
515-281-4121 or 800-457-4416

U.S. Department of Housing and Urban Development  
Office of Fair Housing & Equal Opportunity  
400 State Avenue  
Gateway Tower II  
Kansas City, Kansas 66101  
913-551-6958 or 800-743-5323

**Attachment 2**

## Request for Reasonable Accommodation

If you, a member of your household, or someone associated with you has a disability, and feel that there is a need for a reasonable accommodation for that person to fully enjoy the premises or have equal opportunity to use and enjoy a dwelling unit or the public or common use areas, please complete this form and return it to your Apartment Manager. Check all items that apply and explain fully. The Apartment Manager will assist you in completing this form, and will answer this request in writing within two weeks (*or sooner if the situation requires an immediate response*).

Name of Tenant or Applicant: \_\_\_\_\_

Today's Date: \_\_\_\_\_

Signature of Tenant or Applicant: \_\_\_\_\_

The person who has a disability requiring a reasonable accommodation is:

Me

A person associated or living with me

Name of person with disability: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

I am requesting the following change(s) in rule, policy, or practices so that I and persons associated or living with me can live here with equal opportunity to use and enjoy the premises.

I need the following change(s):

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I need this reasonable accommodation because:

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Requester

Date

Apartment Manager

Date

Attachment 3

Request for Reasonable Accommodation

[To be completed by Apartment Manager if Requester cannot or will not complete written form.]

On \_\_\_\_\_, the undersigned Tenant or Applicant orally requested a reasonable accommodation. He/she requested the following change(s) in rule, policy or practices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Tenant or Applicant: \_\_\_\_\_

Name of Tenant or Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

I, the undersigned, Apartment Manager of \_\_\_\_\_ Apartments:

Gave the Tenant or Applicant the form, "Request for Reasonable Accommodation" and offered to assist in completing the form.

Granted the request.

Explained the request could not be evaluated until the following additional information is provided.

\_\_\_\_\_  
Apartment Manager

\_\_\_\_\_  
Date

Attachment 4

## Approval or Denial of Reasonable Accommodation Request

Dear: \_\_\_\_\_

Address: \_\_\_\_\_

On \_\_\_\_\_, you requested the following reasonable accommodation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

We have reviewed your request and we have decided:

To approve your request. We will make the following change(s) in rule, policy or practices:

\_\_\_\_\_  
\_\_\_\_\_

Date change(s) will be made: \_\_\_\_\_

To deny your request. We denied your request because:

\_\_\_\_\_  
\_\_\_\_\_

In making this denial decision, we relied on information provided by the following people or documents:

\_\_\_\_\_  
\_\_\_\_\_

To seek further information from you about your request. We cannot approve or deny your request without additional information or documentation. Please provide:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Apartment Manager

\_\_\_\_\_  
Date

# PREDETERMINATION SETTLEMENT AGREEMENT

CP# 03-13-63998  
HUD# 07-13-0422-8

## PARTIES TO THE SETTLEMENT AGREEMENT:

### RESPONDENTS

**LORA E. FRY**  
2241 Glasgow Road  
Fairfield, Iowa 52556

**GREGORY W. FRY**  
2241 Glasgow Road  
Fairfield, Iowa 52556

### COMPLAINANT

**MARY CHAPMAN**  
Commissioner  
Iowa Civil Rights Commission  
400 East 14th Street  
Des Moines, Iowa 50319

AND

**IOWA CIVIL RIGHTS COMMISSION**  
400 East 14<sup>th</sup> Street  
Des Moines, Iowa 50319

Description of the Parties: Complainant is a member of the Iowa Civil Rights Commission (hereinafter referred to as the Commission). As a member, Complainant has the authority to file a complaint alleging a discriminatory practice in violation of the "Iowa Civil Rights Act of 1965," Iowa Code Chapter 216. Complainant alleged Respondents failed to provide a reasonable accommodation by refusing to waive their "no-pets" policy for an assistance animal and this resulted in different terms and conditions of rental and a denial of rental housing based on disability. Respondents own and manage the subject property, a 4-plex, located at 107 South B Street, Fairfield, IA 52556.

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IOWA CIVIL RIGHTS COM.  
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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 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. The parties acknowledge Federal and State Fair Housing laws make 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, in violation of Iowa Code Chapter 216.
3. The parties acknowledge Federal and State Fair Housing Laws 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); Iowa Code § 216.8A(3)(a)(1).
4. The parties 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. The parties acknowledge Federal and State Fair Housing Laws 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) and Iowa Code § 216.8A(3)(b)(1)
6. Respondents acknowledge their obligation under State and Federal Fair Housing Laws 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 categorized as either service animals, emotional support animals, or companion animals are not considered pets under the Fair Housing Act and cannot be subjected to pet rules, pet fees or pet deposits.

Respondents acknowledge that allowing a service animal or emotional support animal qualifies as a reasonable accommodation if the animal is needed to assist

an individual with a disability as required by law. Under State and Federal Fair Housing Laws, an assistance animal qualifies as a reasonable accommodation 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.

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/prospective tenant's need for the accommodation i.e. the relationship between the person's disability and the need for the requested accommodation.

The parties agree a housing provider can deny a request for a reasonable accommodation where authorized by law, including, but not limited to: if there is no disability-related need for the accommodation; if the request for the reasonable accommodation would impose an undue financial and administrative burden on the Respondent; or if the request fundamentally alters the nature of Respondent's operations.

The US Department of Justice Civil Rights Division's May 17, 2004, Joint Statement with HUD states: "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."

### *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 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*

11. 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*

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, 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*

13. Respondents agree Lora and Gregory Fry 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, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of completing the training.

*New Policy and Practice*

14. For all residential rental properties owned and managed, now and in the future, Respondents agree, within thirty (30) days of the execution of this Settlement Agreement, to adopt and implement specific, uniform, and objective written standards and procedures 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., and include the following provisions:

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

Respondents shall use the following forms:

- Request for Reasonable Accommodation (Attachments 2 and 3), and
- Approval or Denial of Reasonable Accommodation Request (Attachment 4)

Oral requests for reasonable accommodations shall be recorded by Respondents' employees or agents using the "Request" form, Attachment 3.

Respondents shall keep written records of each request for reasonable accommodation. 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.

Upon adopting specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodations, Respondents shall provide written notice of those standards and procedures to each current and future resident who has requested an accommodation, in a form substantially equivalent to Attachment 1.

*Review of Tenant Files*

15. 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 residents, 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 submit a written report to the Commission, to the attention of Don Grove, Supervisor of Investigations, stating: (1) the number of tenant files reviewed, (2) the name and job title of the person or persons who reviewed those files, (3) the date or dates those files were reviewed, (4) the number of errors found, and (5) the number of errors corrected. For each error, Respondents shall include in its written report to the Commission the following information:

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

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HUD CIVIL RIGHTS COMMISSION

*Relief for Complainant*

16. Respondents agree to promote Fair Housing by notifying all their current tenants that 2013 is the 45<sup>th</sup> Anniversary of the Fair Housing Act, by printing a full-color flyer and distributing the flyer to each of their tenants on or before June 30, 2013. The flyer will be a minimum size of 8.5" x 11" and Respondents agree to access the flyer online at:  
[http://portal.hud.gov/hudportal/documents/huddoc?id=nfha\\_hud\\_12\\_en\\_chalkflag.pdf](http://portal.hud.gov/hudportal/documents/huddoc?id=nfha_hud_12_en_chalkflag.pdf)

Prior to the printing the flyers, Respondents agree to add the following contact information for the Commission to the flyer directly below the contact information for HUD or at the bottom of the flyer:

Or Contact the Iowa Civil Rights Commission at 515-281-4121 or  
Toll Free at 1-800-457-4416 or online at

<http://www.icrc.iowa.gov>

Respondents also agree to send a copy of the flyer distributed to tenants to the Commission, verifying the fair housing flyers have been distributed with a list of the address for each property with the number of rental units at each property that received the flyer, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of distributing the flyer.

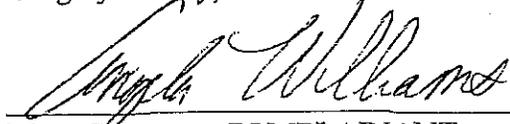
**Signatures on the Following Page (Page 7)**

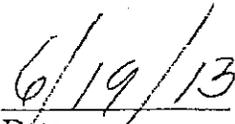
\_\_\_\_\_  
Lora E. Fry, RESPONDENT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Gregory W. Fry, RESPONDENT

\_\_\_\_\_  
Date





\_\_\_\_\_  
Mary Chapman, COMPLAINANT

\_\_\_\_\_  
Date

*Commissioner Chapman's term as a member of the Iowa Civil Rights Commission expired on April 30, 2013. Angela Williams, a current Commissioner, is signing the agreement in Ms. Chapman's stead.*

\_\_\_\_\_  
Beth Townsend, DIRECTOR  
IOWA CIVIL RIGHTS COMMISSION

\_\_\_\_\_  
Date

  
Lora E. Fry, RESPONDENT

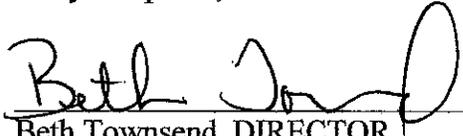
Date 6/12/13

  
Gregory W. Fry, RESPONDENT

Date 6-12-13

Mary Chapman, COMPLAINANT

Date

  
Beth Townsend, DIRECTOR

Date 6-14-13

IOWA CIVIL RIGHTS COMMISSION

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IOWA CIVIL RIGHTS COMMISSION

## Attachment 1

### Reasonable Accommodation Policy for Persons with Disabilities

If a tenant or someone associated with a tenant has a disability, he/she may request a reasonable accommodation. Accommodations in rules, policies, practices, or services may be made when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling.

It is preferred that all requests for reasonable accommodations be submitted in writing to the Apartment Manager. Forms to request reasonable accommodations are available in the rental or leasing office. If a tenant or household member has difficulty completing the form, the Apartment Manager will assist him/her. Oral requests for reasonable accommodations will be recorded and processed in accordance with this policy.

Within fourteen (14) days of receiving the request for reasonable accommodation, the Apartment Manager will notify the person making the request whether the request was granted or denied, or whether additional information is needed before a decision can be made. If the request is denied, the Apartment Manager will include an explanation in the written notification.

If the request is denied, the affected tenant or household member may contact the Iowa Civil Rights Commission or the U.S. Department of Housing and Urban Development.

Iowa Civil Rights Commission  
400 East 14<sup>th</sup> Street  
Des Moines, Iowa 50319  
515-281-4121 or 800-457-4416

U.S. Department of Housing and Urban Development  
Office of Fair Housing & Equal Opportunity  
400 State Avenue  
Gateway Tower II  
Kansas City, Kansas 66101  
913-551-6958 or 800-743-5323

**Attachment 2**

## Request for Reasonable Accommodation

If you, a member of your household, or someone associated with you has a disability, and feel that there is a need for a reasonable accommodation for that person to fully enjoy the premises or have equal opportunity to use and enjoy a dwelling unit or the public or common use areas, please complete this form and return it to your Apartment Manager. Check all items that apply and explain fully. The Apartment Manager will assist you in completing this form, and will answer this request in writing within two weeks (*or sooner if the situation requires an immediate response*).

Name of Tenant or Applicant: \_\_\_\_\_

Today's Date: \_\_\_\_\_

Signature of Tenant or Applicant: \_\_\_\_\_

The person who has a disability requiring a reasonable accommodation is:

Me

A person associated or living with me

Name of person with disability: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

I am requesting the following change(s) in rule, policy, or practices so that I and persons associated or living with me can live here with equal opportunity to use and enjoy the premises.

I need the following change(s):

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I need this reasonable accommodation because:

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Requester

Date

Apartment Manager

Date

**Attachment 3**

**Request for Reasonable Accommodation**

**[To be completed by Apartment Manager if Requester cannot or will not complete written form.]**

On \_\_\_\_\_, the undersigned Tenant or Applicant orally requested a reasonable accommodation. He/she requested the following change(s) in rule, policy or practices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Tenant or Applicant: \_\_\_\_\_

Name of Tenant or Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

I, the undersigned, Apartment Manager of \_\_\_\_\_ Apartments:

Gave the Tenant or Applicant the form, "Request for Reasonable Accommodation" and offered to assist in completing the form.

Granted the request.

Explained the request could not be evaluated until the following additional information is provided.

\_\_\_\_\_  
Apartment Manager

\_\_\_\_\_  
Date

Attachment 4

# Approval or Denial of Reasonable Accommodation Request

Dear: \_\_\_\_\_

Address: \_\_\_\_\_

On \_\_\_\_\_, you requested the following reasonable accommodation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

We have reviewed your request and we have decided:

To approve your request. We will make the following change(s) in rule, policy or practices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date change(s) will be made: \_\_\_\_\_

To deny your request. We denied your request because:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In making this denial decision, we relied on information provided by the following people or documents:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To seek further information from you about your request. We cannot approve or deny your request without additional information or documentation. Please provide:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Apartment Manager

\_\_\_\_\_  
Date

# **PREDETERMINATION SETTLEMENT AGREEMENT**

CP# 03-13-64014  
HUD# 07-13-0424-8

## **PARTIES TO THE SETTLEMENT AGREEMENT:**

### **RESPONDENTS**

#### **WERNIMONT REALTY, LLC**

300 NE 6<sup>th</sup> Street  
Pocahontas, IA 50574

#### **LEAH WERNIMONT**

300 NE 6<sup>th</sup> Street  
Pocahontas, IA 50574

### **COMPLAINANT**

#### **MARY CHAPMAN**

Commissioner  
Iowa Civil Rights Commission  
400 East 14th Street  
Des Moines, Iowa 50319

**AND**

#### **IOWA CIVIL RIGHTS COMMISSION**

400 East 14<sup>th</sup> Street  
Des Moines, Iowa 50319

Description of the Parties: Complainant is a member of the Iowa Civil Rights Commission (hereinafter referred to as the Commission). As a member, Complainant has the authority to file a complaint alleging a discriminatory practice in violation of the "Iowa Civil Rights Act of 1965," Iowa Code Chapter 216. Complainant alleged Respondents failed to provide a reasonable accommodation by refusing to waive their "no-pets" policy for an assistance animal and this resulted in different terms and conditions of rental and a denial of rental housing based on disability. Respondents own and manage the subject property, a tri-plex family conversion, located at 1522 Washington Street, Cedar Falls, Iowa 50613.

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 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. The parties acknowledge Federal and State Fair Housing laws make 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, in violation of Iowa Code Chapter 216.
3. The parties acknowledge Federal and State Fair Housing Laws 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); Iowa Code § 216.8A(3)(a)(1).
4. The parties 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. The parties acknowledge Federal and State Fair Housing Laws 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) and Iowa Code § 216.8A(3)(b)(1)
6. Respondents acknowledge their obligation under State and Federal Fair Housing Laws 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 categorized as either service animals, emotional support animals, or companion animals are not considered pets under the Fair Housing Act and cannot be subjected to pet rules, pet fees or pet deposits.

Respondents acknowledge that allowing a service animal or emotional support animal qualifies as a reasonable accommodation if the animal is needed to assist

an individual with a disability as required by law. Under State and Federal Fair Housing Laws, an assistance animal qualifies as a reasonable accommodation 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.

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/prospective tenant's need for the accommodation i.e. the relationship between the person's disability and the need for the requested accommodation.

The parties agree a housing provider can deny a request for a reasonable accommodation where authorized by law, including, but not limited to: if there is no disability-related need for the accommodation; if the request for the reasonable accommodation would impose an undue financial and administrative burden on the Respondent; or if the request fundamentally alters the nature of Respondent's operations.

The US Department of Justice Civil Rights Division's May 17, 2004, Joint Statement with HUD states: "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."

### *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 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*

11. 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*

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, 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*

13. Respondents agree Leah and Christopher Wernimont 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, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of completing the training.

*New Policy and Practice*

14. For all residential rental properties owned and managed, now and in the future, Respondents agree, within thirty (30) days of the execution of this Settlement Agreement, to adopt and implement specific, uniform, and objective written standards and procedures 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., and include the following provisions:

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

Respondents shall use the following forms:

- Request for Reasonable Accommodation (Attachments 2 and 3), and
- Approval or Denial of Reasonable Accommodation Request (Attachment 4)

Oral requests for reasonable accommodations shall be recorded by Respondents' employees or agents using the "Request" form, Attachment 3.

Respondents shall keep written records of each request for reasonable accommodation. 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.

Upon adopting specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodations, Respondents shall provide written notice of those standards and procedures to each current and future resident who has requested an accommodation, in a form substantially equivalent to Attachment 1.

*Review of Tenant Files*

15. 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 residents, 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 submit a written report to the Commission, to the attention of Don Grove, Supervisor of Investigations, stating: (1) the number of tenant files reviewed, (2) the name and job title of the person or persons who reviewed those files, (3) the date or dates those files were reviewed, (4) the number of errors found, and (5) the number of errors corrected. For each error, Respondents shall include in its written report to the Commission the following information:

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

*Relief for Complainant*

16. Respondents agree to promote Fair Housing by notifying all their current tenants that 2013 is the 45<sup>th</sup> Anniversary of the Fair Housing Act, by printing a full-color flyer and distributing the flyer to each of their tenants on or before June 30, 2013. The flyer will be a minimum size of 8.5" x 11" and Respondents agree to access the flyer online at:  
[http://portal.hud.gov/hudportal/documents/huddoc?id=nfha\\_hud\\_12\\_en\\_chalkflag.pdf](http://portal.hud.gov/hudportal/documents/huddoc?id=nfha_hud_12_en_chalkflag.pdf)

Prior to the printing the flyers, Respondents agree to add the following contact information for the Commission to the flyer directly below the contact information for HUD or at the bottom of the flyer:

Or Contact the Iowa Civil Rights Commission at 515-281-4121 or  
Toll Free at 1-800-457-4416 or online at  
<http://www.state.ia.us/government/crc/>

Respondents also agree to send a copy of the flyer distributed to tenants to the Commission, verifying the fair housing flyers have been distributed with a list of the address for each property with the number of rental units at each property that received the flyer, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of distributing the flyer.

**Signatures on the Following Page (Page 7)**

---

Wernimont Realty, LLC, RESPONDENT

---

Date

---

Leah Wernimont, RESPONDENT

---

Date

---

Christopher Wernimont, RESPONDENT

---

Date

---

Mary Chapman, COMPLAINANT

---

Date

---

Beth Townsend, DIRECTOR  
IOWA CIVIL RIGHTS COMMISSION

---

Date

\_\_\_\_\_  
Wernimont Realty, LLC, RESPONDENT

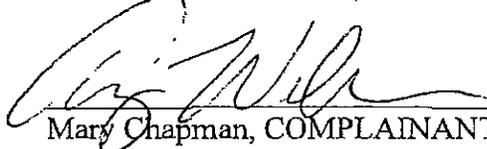
\_\_\_\_\_  
Date

\_\_\_\_\_  
Leah Wernimont, RESPONDENT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Christopher Wernimont, RESPONDENT

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Mary Chapman, COMPLAINANT

  
\_\_\_\_\_  
Date

*Commissioner Chapman's term as a member of the Iowa Civil Rights Commission expired on April 30, 2013. Angela Williams, a current Commissioner, is signing the agreement in Ms. Chapman's stead.*

\_\_\_\_\_  
Beth Townsend, DIRECTOR  
IOWA CIVIL RIGHTS COMMISSION

\_\_\_\_\_  
Date

received the flyer, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of distributing the flyer.

**Signatures on the Following Page (Page 7)**

*Leah Wernimont* 6-10-13  
Wernimont Realty, LLC, RESPONDENT Date

*Leah Wernimont* 6-10-13  
Leah Wernimont, RESPONDENT Date

*Chris Wernimont* 6-10-13  
Christopher Wernimont, RESPONDENT Date

\_\_\_\_\_  
Mary Chapman, COMPLAINANT Date

*Beth Townsend* 6-12-13  
Beth Townsend, DIRECTOR Date  
IOWA CIVIL RIGHTS COMMISSION

## Attachment 1

### Reasonable Accommodation Policy for Persons with Disabilities

If a tenant or someone associated with a tenant has a disability, he/she may request a reasonable accommodation. Accommodations in rules, policies, practices, or services may be made when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling.

It is preferred that all requests for reasonable accommodations be submitted in writing to the Apartment Manager. Forms to request reasonable accommodations are available in the rental or leasing office. If a tenant or household member has difficulty completing the form, the Apartment Manager will assist him/her. Oral requests for reasonable accommodations will be recorded and processed in accordance with this policy.

Within fourteen (14) days of receiving the request for reasonable accommodation, the Apartment Manager will notify the person making the request whether the request was granted or denied, or whether additional information is needed before a decision can be made. If the request is denied, the Apartment Manager will include an explanation in the written notification.

If the request is denied, the affected tenant or household member may contact the Iowa Civil Rights Commission or the U.S. Department of Housing and Urban Development.

Iowa Civil Rights Commission  
400 East 14<sup>th</sup> Street  
Des Moines, Iowa 50319  
515-281-4121 or 800-457-4416

U.S. Department of Housing and Urban Development  
Office of Fair Housing & Equal Opportunity  
400 State Avenue  
Gateway Tower II  
Kansas City, Kansas 66101  
913-551-6958 or 800-743-5323

**Attachment 2**

## Request for Reasonable Accommodation

If you, a member of your household, or someone associated with you has a disability, and feel that there is a need for a reasonable accommodation for that person to fully enjoy the premises or have equal opportunity to use and enjoy a dwelling unit or the public or common use areas, please complete this form and return it to your Apartment Manager. Check all items that apply and explain fully. The Apartment Manager will assist you in completing this form, and will answer this request in writing within two weeks (*or sooner if the situation requires an immediate response*).

Name of Tenant or Applicant: \_\_\_\_\_

Today's Date: \_\_\_\_\_

Signature of Tenant or Applicant: \_\_\_\_\_

The person who has a disability requiring a reasonable accommodation is:

Me

A person associated or living with me

Name of person with disability: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

I am requesting the following change(s) in rule, policy, or practices so that I and persons associated or living with me can live here with equal opportunity to use and enjoy the premises.

I need the following change(s):

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I need this reasonable accommodation because:

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Requester

Date

Apartment Manager

Date

**Attachment 3**

**Request for Reasonable Accommodation**

**[To be completed by Apartment Manager if Requester cannot or will not complete written form.]**

On \_\_\_\_\_, the undersigned Tenant or Applicant orally requested a reasonable accommodation. He/she requested the following change(s) in rule, policy or practices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Tenant or Applicant: \_\_\_\_\_

Name of Tenant or Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

I, the undersigned, Apartment Manager of \_\_\_\_\_ Apartments:

Gave the Tenant or Applicant the form, "Request for Reasonable Accommodation" and offered to assist in completing the form.

Granted the request.

Explained the request could not be evaluated until the following additional information is provided.

\_\_\_\_\_  
Apartment Manager

\_\_\_\_\_  
Date

Attachment 4

Approval or Denial of Reasonable Accommodation Request

Dear: \_\_\_\_\_

Address: \_\_\_\_\_

On \_\_\_\_\_, you requested the following reasonable accommodation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

We have reviewed your request and we have decided:

To approve your request. We will make the following change(s) in rule, policy or practices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date change(s) will be made: \_\_\_\_\_

To deny your request. We denied your request because:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In making this denial decision, we relied on information provided by the following people or documents:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To seek further information from you about your request. We cannot approve or deny your request without additional information or documentation. Please provide:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Apartment Manager

\_\_\_\_\_  
Date

# PREDETERMINATION SETTLEMENT AGREEMENT

CP# 04-13-64043  
HUD# 07-13-0437-8

## PARTIES TO THE SETTLEMENT AGREEMENT:

### RESPONDENTS

#### **MULBERRY ROAD, INC.**

c/o Frances Behrends  
21270 Highway 9 East  
Forest City, IA 50436

#### **FRANCES BEHREND**

21270 Highway 9 East  
Forest City, IA 50436

#### **LEON BEHREND**

21270 Highway 9 East  
Forest City, IA 50436

### COMPLAINANT

#### **MARY CHAPMAN**

Commissioner  
Iowa Civil Rights Commission  
400 East 14th Street  
Des Moines, Iowa 50319

### AND

#### **IOWA CIVIL RIGHTS COMMISSION**

400 East 14<sup>th</sup> Street  
Des Moines, Iowa 50319

Description of the Parties: Complainant is a member of the Iowa Civil Rights Commission (hereinafter referred to as the Commission). As a member, Complainant has the authority to file a complaint alleging a discriminatory practice in violation of the "Iowa Civil Rights Act of 1965," Iowa Code Chapter 216. Complainant alleged Respondents failed to provide a reasonable accommodation by refusing to waive their \$200 non-refundable "pet deposit" policy and \$25 monthly "pet fee" for an assistance animal and this resulted in different terms and conditions of rental and a denial of rental housing based on disability. Respondents own or manage the subject property, an 8-plex, located at 736 South 7<sup>th</sup> Street, Forest City, IA 50436.

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 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. The parties acknowledge Federal and State Fair Housing laws make 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, in violation of Iowa Code Chapter 216.
3. The parties acknowledge Federal and State Fair Housing Laws 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); Iowa Code § 216.8A(3)(a)(1).
4. The parties 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. The parties acknowledge Federal and State Fair Housing Laws 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) and Iowa Code § 216.8A(3)(b)(1)
6. Respondents acknowledge their obligation under State and Federal Fair Housing Laws 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 categorized as either service animals, emotional support animals, or companion animals are not considered pets under the Fair Housing Act and cannot be subjected to pet rules, pet fees or pet deposits.

Respondents acknowledge that allowing a service animal or emotional support animal qualifies as a reasonable accommodation if the animal is needed to assist

an individual with a disability as required by law. Under State and Federal Fair Housing Laws, an assistance animal qualifies as a reasonable accommodation 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.

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/prospective tenant's need for the accommodation i.e. the relationship between the person's disability and the need for the requested accommodation.

The parties agree a housing provider can deny a request for a reasonable accommodation where authorized by law, including, but not limited to: if there is no disability-related need for the accommodation; if the request for the reasonable accommodation would impose an undue financial and administrative burden on the Respondent; or if the request fundamentally alters the nature of Respondent's operations.

The US Department of Justice Civil Rights Division's May 17, 2004, Joint Statement with HUD states: "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."

#### *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 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*

11. 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*

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, 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*

13. Respondents agree Leon and Frances Behrends 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, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of completing the training.

*New Policy and Practice*

14. For all residential rental properties owned and managed, now and in the future, Respondents agree, within thirty (30) days of the execution of this Settlement Agreement, to adopt and implement specific, uniform, and objective written standards and procedures 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., and include the following provisions:

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

Respondents shall use the following forms:

- Request for Reasonable Accommodation (Attachments 2 and 3), and
- Approval or Denial of Reasonable Accommodation Request (Attachment 4)

Oral requests for reasonable accommodations shall be recorded by Respondents' employees or agents using the "Request" form, Attachment 3.

Respondents shall keep written records of each request for reasonable accommodation. 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.

Upon adopting specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodations, Respondents shall provide written notice of those standards and procedures to each current and future resident who has requested an accommodation, in a form substantially equivalent to Attachment 1.

*Review of Tenant Files*

15. 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 residents, 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 submit a written report to the Commission, to the attention of Don Grove, Supervisor of Investigations, stating: (1) the number of tenant files reviewed, (2) the name and job title of the person or persons who reviewed those files, (3) the date or dates those files were reviewed, (4) the number of errors found, and (5) the number of errors corrected. For each error, Respondents shall include in its written report to the Commission the following information:

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

*Relief for Complainant*

16. Respondents agree to promote Fair Housing by notifying all their current tenants that 2013 is the 45<sup>th</sup> Anniversary of the Fair Housing Act, by printing a full-color flyer and distributing the flyer to each of their tenants on or before June 30, 2013. The flyer will be a minimum size of 8.5" x 11" and Respondents agree to access the flyer online at: [http://portal.hud.gov/hudportal/documents/huddoc?id=nfha\\_hud\\_12\\_en\\_chalkflag.pdf](http://portal.hud.gov/hudportal/documents/huddoc?id=nfha_hud_12_en_chalkflag.pdf)

Prior to the printing the flyers, Respondents agree to add the following contact information for the Commission to the flyer directly below the contact information for HUD or at the bottom of the flyer:

Or Contact the Iowa Civil Rights Commission at 515-281-4121 or Toll Free at 1-800-457-4416 or online at <http://www.state.ia.us/government/crc/>

Respondents also agree to send a copy of the flyer distributed to tenants to the Commission, verifying the fair housing flyers have been distributed with a list of the address for each property with the number of rental units at each property that received the flyer, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of distributing the flyer.

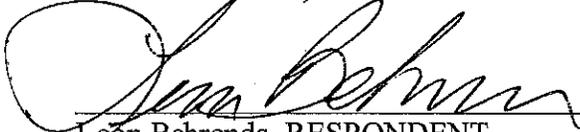
**Signatures on the Following Page (Page 7)**

Mulberry Road, Inc., RESPONDENT

Date

Frances Behrends, RESPONDENT

Date

  
Leon Behrends, RESPONDENT

6-12-13  
Date

Mary Chapman, COMPLAINANT

Date

Beth Townsend, DIRECTOR  
IOWA CIVIL RIGHTS COMMISSION

Date

RECEIVED  
IOWA CIVIL RIGHTS COMMISSION  
2013 JUN 19 2:10:42

*Frances Behrends*

Mulberry Road, Inc., RESPONDENT

6-19-13

Date

*Frances Behrends*

Frances Behrends, RESPONDENT

6-19-13

Date

*Leon Behrends*

Leon Behrends, RESPONDENT

6-19-13

Date

Mary Chapman, COMPLAINANT

Date

*Beth Townsend*

Beth Townsend, DIRECTOR  
IOWA CIVIL RIGHTS COMMISSION

6-19-13

Date

Mulberry Road, Inc., RESPONDENT

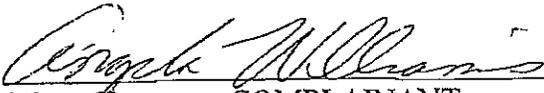
Date

Frances Behrends, RESPONDENT

Date

Leon Behrends, RESPONDENT

Date





Mary Chapman, COMPLAINANT

Date

*Commissioner Chapman's term as a member of the Iowa Civil Rights Commission expired on April 30, 2013. Angela Williams, a current Commissioner, is signing the agreement in Ms. Chapman's stead.*

Beth Townsend, DIRECTOR  
IOWA CIVIL RIGHTS COMMISSION

Date

## Attachment 1

### Reasonable Accommodation Policy for Persons with Disabilities

If a tenant or someone associated with a tenant has a disability, he/she may request a reasonable accommodation. Accommodations in rules, policies, practices, or services may be made when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling.

It is preferred that all requests for reasonable accommodations be submitted in writing to the Apartment Manager. Forms to request reasonable accommodations are available in the rental or leasing office. If a tenant or household member has difficulty completing the form, the Apartment Manager will assist him/her. Oral requests for reasonable accommodations will be recorded and processed in accordance with this policy.

Within fourteen (14) days of receiving the request for reasonable accommodation, the Apartment Manager will notify the person making the request whether the request was granted or denied, or whether additional information is needed before a decision can be made. If the request is denied, the Apartment Manager will include an explanation in the written notification.

If the request is denied, the affected tenant or household member may contact the Iowa Civil Rights Commission or the U.S. Department of Housing and Urban Development.

Iowa Civil Rights Commission  
400 East 14<sup>th</sup> Street  
Des Moines, Iowa 50319  
515-281-4121 or 800-457-4416

U.S. Department of Housing and Urban Development  
Office of Fair Housing & Equal Opportunity  
400 State Avenue  
Gateway Tower II  
Kansas City, Kansas 66101  
913-551-6958 or 800-743-5323

**Attachment 2**

## Request for Reasonable Accommodation

If you, a member of your household, or someone associated with you has a disability, and feel that there is a need for a reasonable accommodation for that person to fully enjoy the premises or have equal opportunity to use and enjoy a dwelling unit or the public or common use areas, please complete this form and return it to your Apartment Manager. Check all items that apply and explain fully. The Apartment Manager will assist you in completing this form, and will answer this request in writing within two weeks (*or sooner if the situation requires an immediate response*).

Name of Tenant or Applicant: \_\_\_\_\_

Today's Date: \_\_\_\_\_

Signature of Tenant or Applicant: \_\_\_\_\_

The person who has a disability requiring a reasonable accommodation is:

Me

A person associated or living with me

Name of person with disability: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

I am requesting the following change(s) in rule, policy, or practices so that I and persons associated or living with me can live here with equal opportunity to use and enjoy the premises.

I need the following change(s):

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I need this reasonable accommodation because:

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Requester

Date

Apartment Manager

Date

**Attachment 3**

**Request for Reasonable Accommodation**

**[To be completed by Apartment Manager if Requester cannot or will not complete written form.]**

On \_\_\_\_\_, the undersigned Tenant or Applicant orally requested a reasonable accommodation. He/she requested the following change(s) in rule, policy or practices:

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---

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Signature of Tenant or Applicant: \_\_\_\_\_

Name of Tenant or Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

I, the undersigned, Apartment Manager of \_\_\_\_\_ Apartments:

Gave the Tenant or Applicant the form, "Request for Reasonable Accommodation" and offered to assist in completing the form.

Granted the request.

Explained the request could not be evaluated until the following additional information provided.

\_\_\_\_\_  
Apartment Manager

\_\_\_\_\_  
Date

Attachment 4

# Approval or Denial of Reasonable Accommodation Request

Dear: \_\_\_\_\_

Address: \_\_\_\_\_

On \_\_\_\_\_, you requested the following reasonable accommodation:

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We have reviewed your request and we have decided:

To approve your request. We will make the following change(s) in rule, policy or practices:

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---

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Date change(s) will be made: \_\_\_\_\_

To deny your request. We denied your request because:

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---

In making this denial decision, we relied on information provided by the following people or documents:

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---

---

To seek further information from you about your request. We cannot approve or deny your request without additional information or documentation. Please provide:

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---

---

\_\_\_\_\_  
Apartment Manager

\_\_\_\_\_  
Date

# **PREDETERMINATION SETTLEMENT AGREEMENT**

CP# 05-13-64182 HUD# 07-13-0528-8

## **PARTIES TO THE SETTLEMENT AGREEMENT:**

### **RESPONDENTS**

#### **KADING PROPERTIES, LLC**

7008 Madison Avenue  
Urbandale, IA50322-2629

#### **HEATHER BURNS**

C/O Kading Properties, LLC  
7008 Madison Avenue  
Urbandale, IA50322-2629

### **COMPLAINANTS**

#### **GLEN HILL**

1782 W 4<sup>th</sup> Street N  
Apartment 2  
Newton, IA 50208-1789

#### **KATHI HILL**

1782 W 4<sup>th</sup> Street N  
Apartment 2  
Newton, IA 50208-1789

### **AND**

#### **IOWA CIVIL RIGHTS COMMISSION**

400 East 14<sup>th</sup> Street  
Des Moines, Iowa 50319

#### Description of the Parties:

Complainants alleged Respondents discriminated against them by failing to stop harassment by other tenants because of their race. Respondents own or manage the subject property, a 58-duplex apartment property complex, located at 1782 W 4<sup>th</sup> Street N, Apartment 2, Newton, IA 50288-1789.

A complaint having been filed by Complainants 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 Complainants 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 acknowledge that the Federal Fair Housing Act, as amended, makes it unlawful to discriminate against any person because of the person's race, color, religion, sex, disability, familial status, national origin, 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. 42 U.S.C. 3604(b).

Respondents also acknowledge that the Iowa Civil Rights Act, as amended, makes it unlawful to discriminate against any person because of the person's race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status of such person 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).

*Voluntary and Full Settlement*

3. 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.
4. 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, and Respondents affirmatively deny all wrongdoing. Nor is the execution of this Agreement an admission by Complainants that any claim asserted in their complaint lacks any merit.
5. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement and that scanned or faxed signatures shall be deemed sufficient and treated as original signatures. The

parties agree the executed signature pages will be attached to the body of this Agreement to constitute one document.

6. 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*

7. The parties agree the terms of this Agreement shall be subject to public disclosure unless Complainants 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*

8. Complainants hereby waive, release, and covenant 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. Complainants agree 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 Poster*

9. Respondents agree to place the federal Fair Housing Poster (English and Spanish) in each of their rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants. Fair Housing Posters in English may be obtained online from the Commission's website at [http://www.state.ia.us/government/crc/docs/fair\\_housing\\_poster\\_july\\_2008.pdf](http://www.state.ia.us/government/crc/docs/fair_housing_poster_july_2008.pdf) and the corresponding version in Spanish may be obtained at [http://www.state.ia.us/government/crc/docs/fair\\_housing\\_spanish\\_july08.pdf](http://www.state.ia.us/government/crc/docs/fair_housing_spanish_july08.pdf).

Respondents also agree to send documentation to the Commission, verifying the posters have been placed, with the address of each apartment complex where the posters are displayed, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of receiving a Closing Letter from the Commission

#### *Anti-Harassment Posters*

10. Respondents agree to place the "Harassment in Housing" posters, included with this agreement, in each of their rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants. Respondents agree to faithfully implement the guidance provided in the posters.

Respondents also agree to send documentation to the Commission, verifying the posters have been placed, with the address of each apartment complex where the posters are displayed, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of receiving a Closing Letter from the Commission

#### *Landlord Reference*

11. Respondents agree they will provide a neutral response to all future landlord reference checks or inquiries regarding Complainants' tenancy at Respondents' property. Respondents agree they will provide the dates of Complainants' tenancy and will report they fulfilled the requirements of their lease agreement. Heather Burns, Property Manager, will be the contact person for any rental reference request for Complainants. Respondents agree they will not provide any negative information, except for one late rent payment, or communicate any issue or concern regarding Complainants' tenancy, including the filing of this complaint.

Respondents agree to note in Complainants' tenant file information describing this promise and responsibility concerning a neutral reference within seven (7) days of receiving a Closing Letter from the Commission. Respondents' obligation to provide a neutral reference is mutually dependent on Complainants' promise to vacate the apartment by June 30, 2013, and to leave the apartment in clean and undamaged condition, normal wear and tear excepted.

In addition, Respondents agree to send the Commission a general landlord reference letter on business letterhead stationery no later than 12:00PM on May 24, 2013, via email, at [emigdio.lopez-sanders@iowa.gov](mailto:emigdio.lopez-sanders@iowa.gov) or fax at 515-242-5840. The letter will state the dates of Complainants' tenancy and the fact that the tenants fulfilled the requirements of their lease agreement, except for one late rent payment during their tenancy.

Respondents also agree to send documentation to the Commission verifying that the above referenced requirement has been noted in Complainants' tenant file to the attention of Don Grove, Supervisor of Investigations, within seven (7) days of receiving a Closing Letter from the Commission.

#### *Relief for Complainants*

12. 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 or discrimination. Complainants agree to follow the terms of their lease agreement and all of the Respondents' rules and regulations.
13. Respondents agree to release Complainants from the terms of their rental agreement on 12:01am Monday, July 1, 2013. Complainants agree to vacate Apartment 2 before 12:01am on Monday, July 1, 2013. Respondents agree to consider Complainants' departure as a mutually agreed-upon termination of tenancy. Respondents agree to not to seek any monies from Complainants, including \$1,290 needed to satisfy the remaining term of their lease, for terminating their rental agreement before its expiration date on **August 31, 2013**.
14. Once Complainants have vacated apartment 2, Respondents agree to do a check-out of Apartment 2, with Complainants and their 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 regarding the disposition of Complainants' \$250 security deposit tendered to them pursuant to their lease agreement.
15. Respondents agree to send a letter via fax to 515-986-1883 before May 30, 2013, and address it to:

Housing Coordinator Rochelle Meister  
C/O Central Iowa Housing Authority  
1207 SE Gateway Drive  
Grimes, IA 50111

This letter is to indicate Complainants and Respondents have mutually agreed to terminate their lease agreement effective 12:01AM on July 1, 2013.

Respondents also agree to send documentation to the Commission verifying that the above referenced letter has been faxed, as described above, to the attention of Don Grove, Supervisor of Investigations, within seven (7) days of receiving a Closing Letter from the Commission.

*[Please see next page for the signature page]*

  
KADING PROPERTIES, LLC, RESPONDENT

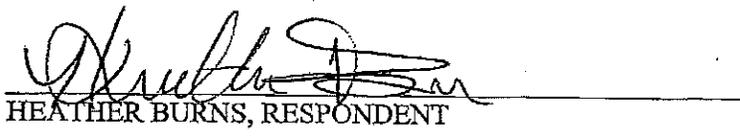
5/29/13  
Date

\_\_\_\_\_  
RICK KADING, RESPONDENT

\_\_\_\_\_  
Date

\_\_\_\_\_  
MARY KADING, RESPONDENT

\_\_\_\_\_  
Date

  
HEATHER BURNS, RESPONDENT

5/29/13  
Date

\_\_\_\_\_  
GLEN HILL, COMPLAINANT

\_\_\_\_\_  
Date

\_\_\_\_\_  
KATHI HILL, COMPLAINANT

\_\_\_\_\_  
Date

  
Beth Townsend, DIRECTOR  
IOWA CIVIL RIGHTS COMMISSION

6-3-13  
Date

KADING PROPERTIES, LLC, RESPONDENT

Date

RICK KADING, RESPONDENT

Date

MARY KADING, RESPONDENT

Date

HEATHER BURNS, RESPONDENT

Date

*Glen Hill*  
GLEN HILL, COMPLAINANT

5-24-13  
Date

*Kathi Hill*  
KATHI HILL, COMPLAINANT

5-24-13  
Date

Beth Townsend, DIRECTOR  
IOWA CIVIL RIGHTS COMMISSION

Date

Post-it® Fax Note	7671	Date	# of pages ▶
To	Emigdio Lopez-Sanders	From	Kathi Hill
Co./Dept.		Co.	
Phone #		Phone #	515-313-5314
Fax #	515-242-5840	Fax #	

# **PREDETERMINATION SETTLEMENT AGREEMENT**

CP# 05-13-64242 HUD#05-13-64242

## **PARTIES TO THE SETTLEMENT AGREEMENT:**

### **RESPONDENTS**

**OAKVIEW TERRACE 1, LP**  
319 7<sup>th</sup> Street Suite 500  
Des Moines, IA 50309

**CONLIN PROPERTIES, INC.**  
319 7<sup>th</sup> Street Suite 500  
Des Moines, IA 50309

**STEPHANIE SCHILLIE**  
Oakview Terrace Apartments  
2901 Boston Avenue  
Des Moines, IA 50310

### **COMPLAINANT**

**MAXIE SMITH**  
3211 30<sup>TH</sup> Street Apartment F33  
Des Moines, Iowa 50320

**AND**

**IOWA CIVIL RIGHTS COMMISSION**  
400 East 14<sup>th</sup> Street  
Des Moines, Iowa 50319

#### Description of the Parties:

Complainant alleged Respondents failed to provide a reasonable accommodation by denying his request to either move to a ground floor apartment due to his disabilities or allow him to break his lease, which resulted in different terms and conditions of rental based on disability. Respondents own or manage the subject property, a 12-unit apartment complex, located at 3211 30<sup>th</sup> Street, Apartment F33, Des Moines, IA 50310.

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. The parties acknowledge Federal and State Fair Housing Laws state a person shall not 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); Iowa Code § 216.8A(3)(b)(2).
3. The parties 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).

*Voluntary and Full Settlement*

4. 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.
5. 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 his complaint are not fully meritorious.
6. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement and that scanned or faxed signatures shall be deemed sufficient and treated as original signatures. The parties agree the executed signature pages will be attached to the body of this Agreement to constitute one document.
7. 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*

8. The parties agree the terms of this Agreement shall be subject to public disclosure unless Complainant and Respondents agree otherwise, which they have done, 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*

9. 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*

10. Respondents agree Stephanie Schillie and each of their employees or agents who are involved in the management or operation of their 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, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of completing the training.

*New Policy and Practice*

11. For all residential rental properties owned and managed, now and in the future, Respondents agree, within thirty (30) days of the execution of this Settlement Agreement, to adopt and implement specific, uniform, and objective written standards and procedures 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., and include the following provisions:

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

Within 90 days of their receipt of a Closing Letter from the Commission, Respondents agree to submit copies of forms to be used when tenants and prospective tenants make oral or written Reasonable Accommodation requests. The forms will be sent to the attention of Don Grove, Supervisor of Investigations, for his approval.

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

#### *Relief for Complainant*

12. Respondents agree to release Complainant from the terms of his rental agreement and allow him to move to a first floor apartment at Douglas Woods Apartments, located at 2800 Avenue, Des Moines, Iowa 50320. The first floor apartment at Douglas Woods is currently being fully renovated. It is estimated that the apartment will be available for occupancy on approximately August 1, 2013. Respondents agree that Complainant will be allowed to continue his tenancy in Apartment F33 at Oakview Terrace Apartments until the first floor apartment at Douglas Woods is available for occupancy. Respondents agree all tenant rules, regulations and lease agreements will be enforced fairly and without discrimination. Complainant agrees to follow the terms of his lease agreement and all the Respondents' rules and regulations

Respondents agree to consider Complainant's departure as a mutually agreed-upon termination of tenancy. Respondents agree not to seek any monies from Complainant for terminating his rental agreement before its expiration date.

13. Once Complainant has vacated Apartment F33, Respondents agree to do a check-out of Apartment F33, with Complainant and his representative present, to confirm that it has been turned over to Respondents in the same condition as when Complainant moved in on March 1, 2013; normal wear and tear excepted.

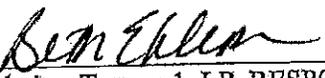
Respondents agree to follow the provisions of Iowa Code § 562A.12 regarding the disposition of Complainants' \$99 security deposit tendered to them pursuant to their lease agreement.

If there is no rent balance due, cleaning or damage issues, Respondents agree to transfer Complainant's \$99 security deposit from Oakview Terrace Apartments to Douglas Woods Apartments. If there are cleaning or damage issues Respondents agree to let the Section 8 inspector, who inspected apartment F33 prior to Complainant moving in, inspect any alleged damage or cleaning issues.

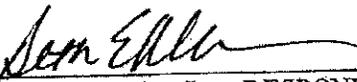
Respondents also agree to send documentation to the Commission, to the attention of Don Grove, Supervisor of Investigations, within seven (7) days of dispersing the rental deposit monies. Respondents will also send supporting documentation to the Commission, detailing any charges deducted for rent balance, cleaning or damage.

14. On or before June 14, 2013, Respondents agree to send a letter via fax or email to: Diane Hansen, C/O Housing Services Department, 100 East Euclid Avenue, Park Fair Mall - Suite 101, Des Moines, IA 50313

This letter will indicate Complainant and Respondents have mutually agreed to terminate their lease agreement effective July 31, 2013 and allow Complainant to move to Douglas Woods Apartments on August 1, 2013. Complainant's lease at Oakview Terrace will stay in effect until Complainant moves to Douglas Woods Apartments. Respondents also agree to send documentation to the Commission verifying that the above referenced letter has been faxed, as described above, to the attention of Don Grove, Supervisor of Investigations, within seven (7) days of sending the documentation to Ms. Hansen.

  
Oakview Terrace 1, LP, RESPONDENT

6-26-13  
Date

  
Conlin Properties, Inc., RESPONDENT

6-26-13  
Date

  
Stephanie Schillie, RESPONDENT

6/26/13  
Date

\_\_\_\_\_  
Maxie Smith, COMPLAINANT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Beth Townsend, DIRECTOR  
IOWA CIVIL RIGHTS COMMISSION

\_\_\_\_\_  
Date

If there is no rent balance due, cleaning or damage issues, Respondents agree to transfer Complainant's \$99 security deposit from Oakview Terrace Apartments to Douglas Woods Apartments. If there are cleaning or damage issues Respondents agree to let the Section 8 inspector, who inspected apartment F33 prior to Complainant moving in, inspect any alleged damage or cleaning issues.

Respondents also agree to send documentation to the Commission, to the attention of Don Grove, Supervisor of Investigations, within seven (7) days of dispersing the rental deposit monies. Respondents will also send supporting documentation to the Commission, detailing any charges deducted for rent balance, cleaning or damage.

14. On or before June 14, 2013, Respondents agree to send a letter via fax or email to: Diane Hansen, C/O Housing Services Department, 100 East Euclid Avenue, Park Fair Mall – Suite 101, Des Moines, IA 50313

This letter will indicate Complainant and Respondents have mutually agreed to terminate their lease agreement effective July 31, 2013 and allow Complainant to move to Douglas Woods Apartments on August 1, 2013. Complainant's lease at Oakview Terrace will stay in effect until Complainant moves to Douglas Woods Apartments. Respondents also agree to send documentation to the Commission verifying that the above referenced letter has been faxed, as described above, to the attention of Don Grove, Supervisor of Investigations, within seven (7) days of sending the documentation to Ms. Hansen.

\_\_\_\_\_  
Oakview Terrace 1, LP, RESPONDENT

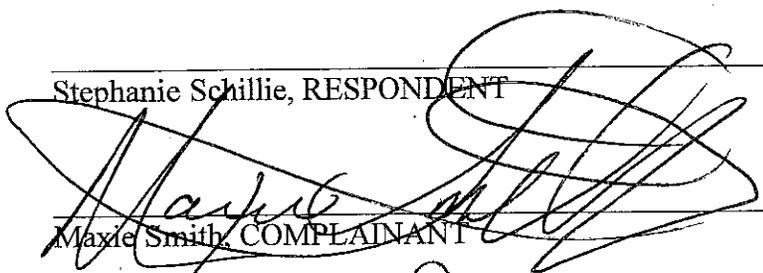
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Date

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Conlin Properties, Inc., RESPONDENT

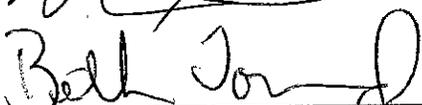
\_\_\_\_\_  
Date

\_\_\_\_\_  
Stephanie Schillie, RESPONDENT

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Maxie Smith, COMPLAINANT

\_\_\_\_\_  
6-24-13  
Date

  
\_\_\_\_\_  
Beth Townsend, DIRECTOR  
IOWA CIVIL RIGHTS COMMISSION

\_\_\_\_\_  
6-27-13  
Date

## **PREDETERMINATION SETTLEMENT AGREEMENT**

CP# 06-13-64370  
HUD# 07-13-0597-8

### **PARTIES TO THE SETTLEMENT AGREEMENT:**

#### **RESPONDENTS**

**FALCON CREST VILLAGE APARTMENTS, LP**  
Oswald Investments, LLC  
P.O. Box 456  
Granger, IA 50109

**T & L PROPERTIES, LLC**  
P.O. Box 456  
Granger, IA 50109

**BRIAN MCKEE**  
c/o T & L Properties, LLC  
P.O. Box 456  
Granger, IA 50109

#### **COMPLAINANT**

**ROBERT SPARLIN**  
224 4<sup>TH</sup> Street Apartment 8  
De Witt, IA 52742

#### **AND**

**IOWA CIVIL RIGHTS COMMISSION**  
400 East 14<sup>th</sup> Street  
Des Moines, Iowa 50319

#### **Description of the Parties:**

Complainant Robert Sparlin alleged Respondents failed to provide a reasonable accommodation by denying his request to pay his rent on the third of each month instead of the first of each month, as a modification of the terms of the rental agreement with regard to on-time payment of rent, which resulted in different terms and conditions of rental based on disability. Respondents own or manage the subject property, a 12-unit apartment complex, located at 224 4<sup>th</sup> Street Apartment 8, De Witt, IA 52742.

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. The parties acknowledge Federal and State Fair Housing Laws state a person shall not 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); Iowa Code § 216.8A(3)(b)(2).
3. The parties 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).

*Voluntary and Full Settlement*

4. The parties acknowledge this 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.
5. The parties enter into this Predetermination Settlement 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.
6. The parties agree the execution of this Predetermination Settlement 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.
7. Respondents agree the Commission may review compliance with this Settlement 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*

8. 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*

9. 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 Poster*

10. Respondents agree to place the federal Fair Housing Poster (English and Spanish) in each of their rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants. Fair Housing Posters in English may be obtained online from the Commission's website at [http://www.state.ia.us/government/crc/docs/fair\\_housing\\_poster\\_july\\_2008.pdf](http://www.state.ia.us/government/crc/docs/fair_housing_poster_july_2008.pdf) and the corresponding version in Spanish may be obtained at [http://www.state.ia.us/government/crc/docs/fair\\_housing\\_spanish\\_july08.pdf](http://www.state.ia.us/government/crc/docs/fair_housing_spanish_july08.pdf).

Respondents also agree to send documentation to the Commission, verifying the posters have been placed, with the address of each apartment complex where the posters are displayed, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of receiving a Closing Letter from the Commission

#### *Relief for Complainants*

11. 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 or discrimination. Respondents agree if Complainant has any issues that cannot be resolved directly with Respondents' staff at Falcon Crest Village in De Witt, Iowa, Complainant can contact Carrie Woerdeman at in the Corporate Office via telephone at 515-999-9160 extension 102. Complainant

agrees to follow the terms of his lease agreement and all of Respondents' rules and regulations.

12. The parties acknowledge that on May 29, 2013 Respondents, and Complainant with the assistance of Law Offices of H.E.L.P/ Legal Assistance, entered into a Mutual Agreement to terminate Complainant's lease on or before July 31, 2013.

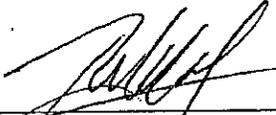
In consideration for Complainant and Respondents executing this Settlement Agreement, the parties acknowledge this Settlement Agreement will supersede any and all previous Agreements, and the Mutual Agreement to terminate Complainant's lease effective July 31, 2013 is considered null and void.

13. Respondents agree to renew Complainant's annual lease for the time period, July 1, 2013 through June 30, 2014. Respondents agree that should Complainant choose to break his lease before it expires on June 30, 2014, Complainant can give Respondents a 30-day written notice on or before the last day of the month. Respondents agree to consider Complainant's departure as a mutually agreed-upon termination of tenancy. Respondents agree not to seek any monies from Complainant for terminating his rental agreement before its June 30, 2014 expiration date.

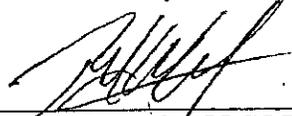
14. Complainant agrees to pay his rent on the 3<sup>rd</sup> days of each month via automatic payment from his saving account effective July 3, 2013. Complainant agrees to complete and sign Respondents' Reasonable Accommodation On Time Payment of Rent form (Attachment 1) and Electronic Funds Transfer form (Attachment 2) and fax or email it to Natalie Burnham at the Commission at 515-242-5840 on or before Friday, June 28, 2013. Complainant agrees he will pay Property Solutions, Inc., a \$1.95 monthly fee to process this rent payment transaction electronically.

Complainant agrees to pay \$133 owed for June 2013 rent on or before July 3, 2013. Complainant agrees to get a money order and put it in the rent payment box at Falcon Crest Village Apartments on or before July 3, 2013. Respondents agree they will not charge Complainant a late fee or penalty for paying his June 2013 rent late.

Signatures on the Following Page (Page 5)

  
Falcon Crest Village, RESPONDENT

6/28/13  
Date

  
T & L Properties, LLC RESPONDENT

6/28/13  
Date

Brian McKee  
Brian McKee, RESPONDENT

6-28-13  
Date

Robert Sparlin, COMPLAINANT

\_\_\_\_\_  
Date

Beth Townsend, DIRECTOR  
IOWA CIVIL RIGHTS COMMISSION

\_\_\_\_\_  
Date

Falcon Crest Village, RESPONDENT

Date

T & L Properties, LLC RESPONDENT

Date

Brian McKee, RESPONDENT

Date

X *Robert Sparlin*  
Robert Sparlin, COMPLAINANT

*6-28-13*  
Date

*Beth Townsend*  
Beth Townsend, DIRECTOR  
IOWA CIVIL RIGHTS COMMISSION

*6-28-13*  
Date

# **PREDETERMINATION SETTLEMENT AGREEMENT**

CP# 02-13-63813  
HUD# 07-13-0323-8

## **PARTIES TO THE SETTLEMENT AGREEMENT:**

### **RESPONDENTS**

**SCOTT R. MORRISON**  
101 West 16<sup>th</sup> Street  
West Liberty, Iowa 52776

**JULIE L. MORRISON**  
101 West 16<sup>th</sup> Street  
West Liberty, Iowa 52776

### **COMPLAINANT**

**MARY CHAPMAN**  
Commissioner  
Iowa Civil Rights Commission  
400 East 14th Street  
Des Moines, Iowa 50319

**AND**

**IOWA CIVIL RIGHTS COMMISSION**  
400 East 14<sup>th</sup> Street  
Des Moines, Iowa 50319

Description of the Parties: Complainant is a member of the Iowa Civil Rights Commission. As a member, Complainant has the authority to file a complaint alleging a discriminatory practice in violation of the "Iowa Civil Rights Act of 1965," Iowa Code Chapter 216. Complainant alleged on January 23, 2013, Respondents published an advertisement for a two-bedroom apartment for rent, which stated, "Adult living only," indicating a limitation or discrimination based on familial status, the presence of minor children in the household. Respondents own or manage the subject property, a four-unit apartment complex, located at, 504 East 8<sup>th</sup> Street, West Liberty, IA 52776.

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 acknowledge that the Federal Fair Housing Laws Act, as amended, makes it unlawful to make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, sex, disability, familial status, national origin, or an intention to make any such preference, limitation, or discrimination. 42 U.S.C. 3604(c) (Section 804(c) of the Fair Housing Act).

Respondents also acknowledge that the Iowa Civil Rights Act makes it unlawful to make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, sex, disability, familial status, national origin, sexual orientation or gender identity, or an intention to make any such preference, limitation, or discrimination. Iowa Code § 216.8(1)(c).

3. Respondents acknowledge that the Federal Fair Housing Laws Act, as amended, makes it unlawful to refuse to sell, rent, lease, assign, sublease, refuse to negotiate, or to otherwise make unavailable, or deny any real property or housing accommodation or part, portion, or interest therein, to any person based on race, color, religion, sex, disability, familial status, national origin, or an intention to make any such preference, limitation, or discrimination. 42 U.S.C. 3604(a) (Section 804(a) of the Fair Housing Act).

Respondents also acknowledge that the Iowa Civil Rights Act makes it unlawful to refuse to sell, rent, lease, assign, sublease, refuse to negotiate, or to otherwise make unavailable, or deny any real property or housing accommodation or part, portion, or interest therein, to any person because of the race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status of such person. Iowa Code § 216.8(1)(a).

#### *Voluntary and Full Settlement*

4. 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.
5. 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.
6. 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.
7. 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*

8. 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*

9. 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*

10. Respondents agree Scott and Julie Morrison 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 the prohibition discriminatory advertising and refusal to rent due to familial status. 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, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of completing the training.

### *Future Advertising*

11. Respondents agree they will only market the attributes of their rental properties and not reference a preferred type of tenant(s)/occupant(s). Respondents agree all future advertising in newspapers, pamphlets, brochures, other promotional literature, and on any Internet website will no longer state a preference for any particular type of tenant based on a personal characteristic.

For twelve months following the execution of this Settlement Agreement, Respondents agree all future advertisements in newspapers, pamphlets, brochures, other promotional literature, and on any Internet website for all rental units other than efficiency apartments will include the following language: "Families with children are welcome."

For twelve months following the execution of this Settlement Agreement, Respondents agree to send a copy of the first advertisement with the above stated language to the Commission to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of distributing the advertisement.

Respondents acknowledge property owners, managers, and agents cannot discourage families with children from seeking or making application for available rental units by making any statement, verbal or written, that indicates families with children are not welcome or not solicited as tenants. Respondents acknowledge the statement "Adult living only," discourages families with minor children from making application because it indicates such families are not solicited or welcome as tenants. Respondents acknowledge making such a statement in the future will violate Federal and State Fair Housing Laws. Families may not be restricted because of safety concerns. The safety of the children is the parents' responsibility, and the parents determine whether the unit is suitable for their family.

12. For twelve months following the execution of this Agreement, Respondents also agree to retain copies of all advertising in newspapers and Internet websites,

pamphlets, brochures, and all other promotional literature (with the corresponding dates they were distributed) if requested by the Commission, Respondents agree to provide copies of all advertising in newspapers and Internet websites, pamphlets, brochures, other promotional literature, for any particular period of time within the twelve-month period stated above, within thirty (30) days of such request.

*Demographics*

13. On an annual basis for the next three years, Respondents agree to provide a "snapshot" of all occupants at 504 East 8<sup>th</sup> Street, West Liberty, Iowa 52776. On or before April 1, 2013, April 1, 2014, and April 1, 2015, Respondents agree to provide a snapshot of all occupants as of March 1, 2013, March 1, 2014, and March 1, 2015. Each snapshot shall include: Each snapshot shall include: (1) the address and apartment number of each rental property; (2) the number of units occupied by families with minor children (under the age of 18); and (3) contact information (name, address, and telephone number) for each rental unit.

*Relief for Complainant*

14. Within 90 days of their receipt of a Closing Letter from the Commission, Respondents agree to contact the City of West Liberty to get a copy of the City's rental code, and occupancy standards to determine the number of persons who can sleep in each bedroom, in each of Respondents' rental units, per the City's occupancy standards.

Respondents also agree to send documentation to the Commission, verifying the number of persons who can sleep in each rental unit per the City's occupancy standards, to the attention of Don Grove, Supervisor of Investigations, within 90 days of their receipt of a Closing Letter from the Commission

  
\_\_\_\_\_  
Scott R. Morrison, RESPONDENT 4-15-13  
Date

  
\_\_\_\_\_  
Julie L. Morrison, RESPONDENT 4-15-13  
Date

\_\_\_\_\_  
Mary Chapman, COMPLAINANT Date

\_\_\_\_\_  
Beth Townsend, DIRECTOR Date  
IOWA CIVIL RIGHTS COMMISSION

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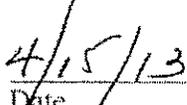
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Scott R. Morrison, RESPONDENT

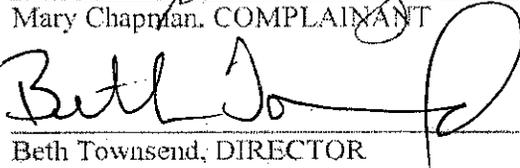
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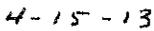
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Julie L. Morrison, RESPONDENT

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Date

  
\_\_\_\_\_  
Mary Chapman, COMPLAINANT

  
Date

  
\_\_\_\_\_  
Beth Townsend, DIRECTOR  
IOWA CIVIL RIGHTS COMMISSION

  
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