

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 02-13-63814
HUD# 07-13-0322-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

QIANG (JULIE) HONG GESSEL
19494 258th Avenue
Bettendorf, IA 52722

GREGORY R. GESSEL
19494 258th Avenue
Bettendorf, IA 52722

COMPLAINANT

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

AND

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

Description of the Parties: Complainant is a member of the Iowa Civil Rights Commission (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, a two-bedroom condo, located at 3039 Holiday Court, Bettendorf, IA 52722.

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.
3. Respondents 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).
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 “no-pets” 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 “no-pets” 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 “no-pets” 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 Qiang (Julie) and Gregory Gessel, 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

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 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 Respondents and 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 to promote Fair Housing by notifying current tenants that 2013 is the 45th Anniversary of the Fair Housing Act, by printing a full-color flyer and distributing the flyer to each of their tenants within 30 days of their receipt of a Closing Letter from the Commission.

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

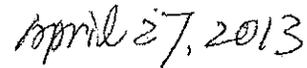
Prior to the printing the flyers, Respondents agree to add the following contact information for the Commission to the flyer directly below the contact information for HUD or at the bottom of the flyer:

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/erc/>

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



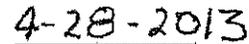
Qiang (Julie) Hong Gessel, RESPONDENT



Date



Gregory R. Gessel, RESPONDENT



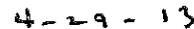
Date

Mary Chapman, COMPLAINANT

Date



Beth Townsend, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION



Date

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

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

Qiang (Julie) Hong Gessel, RESPONDENT

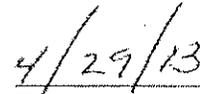
Date

Gregory R. Gessel, 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 14th 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):

I need this reasonable accommodation because:

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# 02-13-63817
HUD# 07-13-0317-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

JN PROPERTIES, LC
1901 7th Avenue North
PO Box 1444
Fort Dodge, Iowa 50501

JAROD NEMITZ
1901 7th Avenue North
PO Box 1444
Fort Dodge, Iowa 50501

COMPLAINANT

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

AND

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

Description of the Parties: Complainant is a member of the Iowa Civil Rights Commission (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-dogs" 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, a triplex located at 1423 5th Avenue South, Fort Dodge, IA 50501.

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.
3. Respondents 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).
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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.

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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 Jarod Nemitz, and each of his employees or agents who are involved in the management or operation of his 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.

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Respondents shall use the following forms:

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- 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.

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- 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 Respondents and 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 current tenants that 2013 is the 45th 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

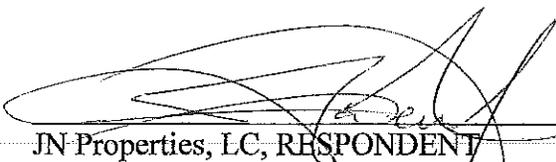
the flyer online at

http://portal.hud.gov/hudportal/documents/huddoc?id=nfha_hud_12_en_chalkflag.pdf

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 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 to all thirteen of his rental units, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of distributing the flyer.



JN Properties, LC, RESPONDENT

4-26-13
Date



Jarod Nemitz, RESPONDENT

4-26-13
Date

Mary Chapman, COMPLAINANT

Date



Beth Townsend, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

4-29-13
Date

2013 APR 29 AM 11:37
RECEIVED
IOWA CIVIL RIGHTS COMMISSION

the flyer online at
http://portal.hud.gov/hudportal/documents/huddoc?id=nfha_hud_12_en_chalkfla.g.pdf

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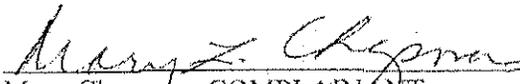
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JN Properties, LC, RESPONDENT

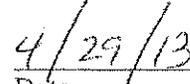
Date

Jarod Nemitz, 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 14th 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):

I need this reasonable accommodation because:

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# 02-13-63831
HUD# 07-13-0343-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

DAVID R. CONN
1010 Warrior Lane
Waukee, Iowa 50263

JANE A. CONN
1010 Warrior Lane
Waukee, Iowa 50263

COMPLAINANT

MARCI SCOTT
660 2ND Street Apartment A1
Waukee, Iowa 50263

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street
Des Moines, Iowa 50319

Description of the Parties:

Complainant alleged Respondents discriminated against her by failing to make timely repairs resulting in different terms and conditions of rental based on national origin (not Hispanic). Respondents own and manage the subject property, a four-plex apartment complex, located at 660 2nd Street, Apartment A1, Waukee, IA 50263.

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 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 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. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.
5. 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.

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 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

8. 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 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.

Respondents also agree to send documentation to the Commission, verifying the posters have been placed, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of receiving a Closing Letter from the Commission.

Relief for Complainant

10. Complainant agrees to vacate Apartment A1 on or before April 7, 2013, at 7 PM. Respondents agree to waive the \$2,016.13 rent balance and any interest and fees owed by Complainant for January, February, March, and April 1 through April 7, 2013 rent, as well as any interest or fees. Respondents agree they will not pursue recovery of rent owed for January, February, March, and April 1 through April 7, 2013, any interest, or fees in small claims court or in any other process or proceeding.

Complainant, in turn, promises to vacate Apartment A1 on or before April 7, 2013, and to leave the apartment in a clean and undamaged condition, normal wear and tear accepted. Respondents will meet with Complainant at 7 PM on April 7, 2013, to accept keys to the apartment and to do a check-out of the apartment and confirm that it has been turned over to Respondents in good condition, without damage, normal wear and tear accepted. Complainant is responsible for removing her household and personal property and turning over keys at 7 PM.

The parties agree that Complainant will not be responsible for water damage from the laundry room that warped the wall and floor in Apartment A1. If when Complainant vacates Apartment #1 on April 7, 2013, there are no cleaning or damage issues Respondents agree to immediately return Complainant's \$550 rental deposit in the form of a cashier's check.

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

11. The parties acknowledge that on March 14, 2013, an eviction hearing is scheduled. In consideration for Complainant and Respondent executing the Settlement Agreement, the parties agree to sign an agreement (Stipulation of F.E.D) that provides that the eviction case would be continued for dismissal on or about April 8, 2013. If Complainant honors her agreement to vacate as promised herein on April 7, 2013, Respondents agree to file the dismissal with the court on April 8, 2013. If Complainant does not honor her agreement to vacate on April 7, 2013, Respondents may proceed with eviction.

Respondents agree to immediately fax a copy of the eviction proceedings agreement (Stipulation of F.E.D) to Natalie Burnham at 515-242-5840.

12. Between now and the April 7, 2013, Respondents agree all tenant rules, regulations and lease agreements will be enforced fairly and without harassment or discrimination. Complainant agrees to follow the terms of her lease agreement and all of Respondents' rules and regulations

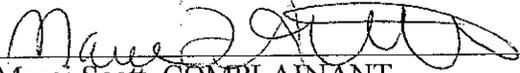
Signatures on the following page (Page 5)

Jane A. Conn, RESPONDENT

Date

David R. Conn, RESPONDENT

Date


Marci Scott, COMPLAINANT

3-13-13
Date

Beth Townsend, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date

Jane A. Conn
Jane A. Conn, RESPONDENT

3-13-13
Date

[Signature]
David R. Conn, RESPONDENT

3-13-13
Date

Marci Scott, COMPLAINANT

Date

[Signature]
Beth Townsend, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

3-27-13
Date

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 11-12-63436
HUD# 07-13-0056-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

BRENDA CHARBONNEAU
1951 Nash Blvd. Office
Council Bluffs, Iowa 51501

THORNBURY WAY, LP
c/o Community Housing Initiatives, Inc.
Attn: Doug LaBounty
PO Box 473
Spencer, Iowa 51301

COMMUNITY HOUSING INITIATIVES, INC.
General Partner – Thornbury Way, LP
PO Box 473
Spencer, Iowa 51301

COMPLAINANT

VICKY KELLOGG
1953 Nash Blvd. Apartment 6
Council Bluffs, Iowa 51501

AND

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

Description of the Parties:

Complainant alleged Respondents discriminated against her based on her race (African American) and retaliation through unjust attempts to terminate her tenancy by issuing false disciplines because she filed a police report and complaint with Respondents against a Respondent employee. Respondents own or manage the subject property located at 1593 Nash Blvd., Apartment 6, Council Bluffs, IA 51501.

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 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).

3. Respondents acknowledge that the Federal Fair Housing Act, as amended, makes it unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of his having exercised or enjoyed, or on account of his having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by section 3603, 3604, 3605, or 3606 of this title. 42 U.S.C. 3617.

Respondents also acknowledge that the Iowa Civil Rights Act, as amended, makes it unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, on account of the person having exercised or enjoyed, or on account of the person having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by section 216.8, 216.8A, or 216.15A. Iowa Code § 216.11(A).

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 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. 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 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

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 Complainant

11. Respondents agree to change the locks to Complainant's apartment within seven (7) days of Respondents' receipt of a Closing Letter from the Commission. Respondents agree they will never give Bob Lane, a current tenant and former Respondent employee, a key to Complainant's apartment.

Respondents agree to note in Complainant's tenant file information describing this promise and responsibility, concerning keys to Complainant's apartment, within seven (7) days of receiving a Closing Letter from the Commission.

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

12. Respondents agree Bob Lane, a current tenant and former employee, will not be hired for any future maintenance or management jobs at Thornbury Way, LP.

Respondents agree to note in Mr. Lane's tenant file and employee file information describing this promise and responsibility, and send documentation confirming this requirement has been met to the Commission, to the attention of Don Grove, within seven (7) days of receiving a Closing Letter from the Commission.

13. Respondents agree to provide Complainant with a list of all current management and maintenance employees within seven (7) days of receiving a Closing Letter from the Commission. Respondents agree to notify Complainant of any changes in management and maintenance employees, in a timely manner, and update the list for Complainant.

Respondents also agree to send documentation to the Commission, to the attention of Don Grove, verifying the list has been issued to Complainant, within seven (7) days of receiving a Closing Letter from the Commission.

14. Respondents agree to withdraw and remove the Notice of Noncompliance with Rental Agreement dated 10/15/12 from Complainant's tenant file and remove all tenant notes associated with this Notice of Noncompliance.

Respondents also agree to send documentation to the Commission, to the attention of Don Grove, verifying that the Notice of Noncompliance with Rental Agreement dated 10/15/12 and all tenant notes associated with it have been removed from Complainant's tenant file and record, within seven (7) days of receiving a Closing Letter from the Commission.

15. Respondents agree to convey to Mr. and Mrs. Bogacz, current tenants, that they should not put cigarette butts or trash in Complainant's yard, within seven (7) days of receiving a Closing Letter from the Commission.

Respondents also agree to send documentation to the Commission, to the attention of Don Grove, verifying the communication has been issued to Mr. and Mrs. Bogacz, within seven (7) days of receiving a Closing Letter from the Commission.

16. 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. Complainant agrees to follow the terms of her lease agreement and all the Respondents' rules and regulations.

Complainant can contact the management office with any problems (i.e. loud noises/parties, harassment) that may arise during her tenancy at Thornbury Way, LP during office hours at 712-256-9646 or after hours at 515-490-0613.

The management office is open:

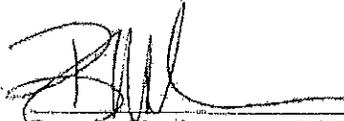
Monday Wednesday and Friday 9 AM – 4 PM

Tuesday 9 AM – 12 PM

Thursday 1 PM – 4 PM

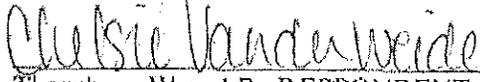
If Complainant has any issues that cannot be resolved directly with Respondents' staff at Thornbury Way, LP, Complainant can contact Chelsie Vanderweide, in the Spencer office at 712-262-5965.

Signatures on the following page (Page 6)



Brenda Charbonneau, RESPONDENT

2/12/13
Date



Thornbury Way, LP, RESPONDENT

2/12/13
Date



Community Housing Initiatives, Inc. , RESPONDENT

2/12/13
Date

Vicky Kellogg, COMPLAINANT

Date

Beth Townsend, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date

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_____	Brende Charbonneau, RESPONDENT	Date
_____	Thornbury Way, LP, RESPONDENT	Date
_____	Community Housing Initiatives, Inc., RESPONDENT	Date
_____	<i>Vicky Kellogg</i> Vicky Kellogg, COMPLAINANT	Date <i>Feb. 18, 2013</i>
_____	<i>Beth Townsend</i> Beth Townsend, DIRECTOR	Date <i>2-25-13</i>
_____	IOWA CIVIL RIGHTS COMMISSION	

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 12-12-63556
HUD# 07-13-0198-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

MARIJO A. AND RALPH A. SCATINO

6604 Northwest Drive
Windsor Heights, Iowa 50324

NICOLE M. TALLEY

5035 69th Street
Urbandale, Iowa 50322

GREGORY A. TALLEY

5035 69th Street
Urbandale, Iowa 50322

COMPLAINANT

MARY CHAPMAN

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

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street
Des Moines, Iowa 50319

Description of the Parties: Complainant is a member of the Iowa Civil Rights Commission (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 "pet deposit" 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, a 2-bedroom duplex, located at 1517 NW 81st Street, Clive, Iowa 50325.

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 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).
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 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 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 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 Marijo Scatino and Nicole Talley will receive training on the requirements of State and Federal Fair Housing Laws within 120 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 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 Marijo Scatino and Nicole Talley 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 Des Moines or near the communities in which they work or live. The parties agree if

Respondents 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 120 days of receiving a closing letter from the Commission.

Marijo A. Scatino
Marijo A. Scatino, RESPONDENT

3/9/2013
Date

Ralph A. Scatino
Ralph A. Scatino, RESPONDENT

3/9/2013
Date

(Arriving on Seperate Form
Nicole M. Talley, RESPONDENT

Date

Sent to Des Moines)
Gregory A. Talley, RESPONDENT

Date

Mary Chapman, COMPLAINANT

Date

Beth Townsend, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date

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Respondents 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 120 days of receiving a closing letter from the Commission.

Marijo A. Scatino, RESPONDENT

Date

Ralph A. Scatino, RESPONDENT

Date

Nicole M. Talley
Nicole M. Talley, RESPONDENT

3-19-13
Date

Gregory A. Talley
Gregory A. Talley, RESPONDENT

3-19-13
Date

Mary Chapman, COMPLAINANT

Date

Beth Townsend
Beth Townsend, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

3-19-13
Date

Respondents cannot find a Fair Housing Event to attend and if the Commission does not recommend one this requirement would be voided.

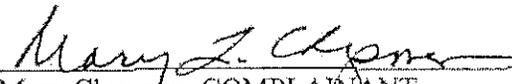
Respondents agree to send written verification to the Commission and provide specifics about the Fair Housing Event they attended, including date, who attended, location, and topics discussed, to the Commission, to the attention of Don Grove, Supervisor of Investigations, within 120 days of receiving a closing letter from the Commission.

Marijo A. Scatino, RESPONDENT Date

Ralph A. Scatino, RESPONDENT Date

Nicole M. Talley, RESPONDENT Date

Gregory A. Talley, RESPONDENT Date



Mary Chapman, COMPLAINANT Date 3/19/13

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 14th 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):

I need this reasonable accommodation because:

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# 12-12-63558
HUD# 07-13-0185-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENT

JERRY A. HOOTS
4200 Marcourt Lane
West Des Moines, IA 50266

COMPLAINANT

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

AND

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

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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 Respondent failed to provide a reasonable accommodation by refusing to waive his "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. Respondent owns or manages the subject property, four-unit apartment complex, located at 2428 SW 9th Street, Des Moines, IA 50315.

A complaint having been filed by Complainant against Respondent 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. Respondent agrees 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. Respondent agrees 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. Respondent acknowledges 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).
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. Respondent acknowledges his obligation under State and Federal Fair Housing Laws to waive his “no-pets” 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. Respondent acknowledged waiving a “no-pets” 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 “no-pets” 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.

6. Respondent acknowledges Federal and State Fair Housing Laws make 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. 42 U.S.C. 3604(c); Iowa Code § 216.8(3).

Respondent agrees to refrain from making any statement in any future residential rental ad that would indicate to ordinary readers that families with minor children are not welcome or solicited as tenants at any of his owned or managed properties.

Voluntary and Full Settlement

7. 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.
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. Respondent agrees the Commission may review compliance with this Agreement. And as part of such review, Respondent agrees 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 Respondent 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 Respondent 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 Respondent 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. Respondent Jerry Hoots agrees he will receive training on the requirements of State and Federal Fair Housing Laws within 90 days of his 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 and the prohibition of discriminatory advertising. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

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

New Policy and Practice

14. For all residential rental properties owned and managed, now and in the future, Respondent agrees, 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:

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

Respondent 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 Respondent's employees or agents using the "Request" form, Attachment 3.

Respondent 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, Respondent 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. Respondent agrees 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, Respondent 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, Respondent 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, Respondent 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.

Future Advertising

16. Respondent agrees they will only market the attributes of their rental properties and not reference a preferred type of tenant(s). Respondent agrees 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.

After receiving a Closing Letter from the Commission, Respondent agrees to send a copy of his first advertisement to the Commission to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of distributing the advertisement.

17. For three years following the execution of this Settlement Agreement, Respondent also agrees 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, Respondent agrees to provide copies of all advertising in newspapers and Internet websites, pamphlets, brochures, other promotional literature, for any particular period of time within the three-year period stated above, within thirty (30) days of such request.

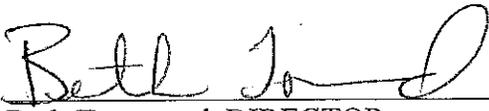


Jerry Hoots, RESPONDENT

3-14-13
Date

Mary Chapman, COMPLAINANT

Date



Beth Townsend, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

3-15-13
Date

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2013 MAR 15 AM 10:34

Future Advertising

16. Respondent agrees they will only market the attributes of their rental properties and not reference a preferred type of tenant(s). Respondent agrees 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.

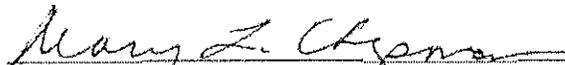
After receiving a Closing Letter from the Commission, Respondent agrees to send a copy of his first advertisement to the Commission to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of distributing the advertisement.

17. For three years following the execution of this Settlement Agreement, Respondent also agrees 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).

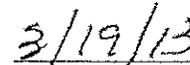
If requested by the Commission, Respondent agrees to provide copies of all advertising in newspapers and Internet websites, pamphlets, brochures, other promotional literature, for any particular period of time within the three-year period stated above, within thirty (30) days of such request.

Jerry Hoots, 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 14th 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):

I need this reasonable accommodation because:

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# 12-12-63561
HUD# 07-13-0182-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

METROPOLITAN PROPERTIES, LC

1305 Locust Street
Des Moines, Iowa 50309

HOLLY FRETTE

1305 Locust Street
Metropolitan Properties, LC
Des Moines, Iowa 50309

LESLIE ANN GEARHART

1305 Locust Street
Metropolitan Properties, LC
Des Moines, Iowa 50309

JODI L. BEAVERS

1305 Locust Street
Metropolitan Properties, LC
Des Moines, Iowa 50309

COMPLAINANT

MARY CHAPMAN

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

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street
Des Moines, Iowa 50319

Description of the Parties: Complainant is a member of the Iowa Civil Rights Commission (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 stated they allow service animals, but have a "no-therapy-dogs" policy which results in different terms and conditions of rental and effectively removes the rental property from the market to potential applicants with disabilities who require therapy or companion animals. Respondents own or manage the subject property, a 36-unit apartment complex, located at 1815 6th Avenue, Des Moines, IA 50314.

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.
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. Unlike the Americans with Disabilities Act (ADA), which applies to employers and public accommodations, the Fair Housing Act (FHA) does not make a distinction between a service animal and a therapy-support or companion animal. Under the FHA, so long as the animal alleviates symptoms of the disability and is

necessary for the person to use and enjoy the dwelling, it is considered an assistance animal.

Respondents acknowledge their obligation under State and Federal Fair Housing Laws to waive their “no-therapy-dogs” 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 “no-therapy-dogs” 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 “no-therapy-dogs” 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 Holly Frette, Leslie Ann Gearhart, and Jodi Beavers 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 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 to promote Fair Housing by notifying current tenants that April 2013 is Fair Housing Month, and the 45th Anniversary of the Fair Housing Act, by printing a full-color flyer and distributing the flyer to each of their tenants on or before April 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

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 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 tenants who 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)

Jodi L. Beavers
 Metropolitan Properties, LC, RESPONDENT
 Date 3/27/13

Holly Frette
 Holly Frette, RESPONDENT
 Date 3/27/13

Leslie Ann Gearhart
 Leslie Ann Gearhart, RESPONDENT
 Date 3/27/13

Jodi L. Beavers
 Jodi L. Beavers, RESPONDENT
 Date 3/27/13

 Mary Chapman, COMPLAINANT
 Date _____

 Beth Townsend, DIRECTOR
 IOWA CIVIL RIGHTS COMMISSION
 Date _____

Metropolitan Properties, LC, RESPONDENT

Date

Holly Frette, RESPONDENT

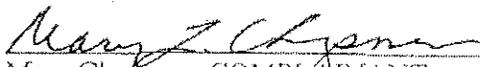
Date

Leslie Ann Gearhart, RESPONDENT

Date

Jodi L. Beavers, RESPONDENT

Date


Mary Chapman, COMPLAINANT

3/26/13
Date


Beth Townsend, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

3-27-13
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 14th 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):

I need this reasonable accommodation because:

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# 01-13-63651
HUD# 07-13-0229-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

DONALD R. SNOBERGER
505 NW Valley View Drive
Grimes, Iowa 50111

JOAN S. SNOBERGER
505 NW Valley View Drive
Grimes, Iowa 50111

COMPLAINANT

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

AND

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

Description of the Parties: Complainant is a member of the Iowa Civil Rights Commission (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-dogs" 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, a duplex, located at 3708 Crestwood Drive, Des Moines, IA 50310.

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.
3. Respondents 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).
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 “no-dogs” 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 “no-dogs” 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 “no-dogs” 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 Donald and Joan Snoberger, 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

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 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 Respondents and 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 current tenants that April 2013 is Fair Housing Month, and the 45th Anniversary of the Fair Housing Act, by printing a full-color flyer and distributing the flyer to each of their tenants on or before April 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_chalkfla
g.pdf](http://portal.hud.gov/hudportal/documents/huddoc?id=nfha_hud_12_en_chalkfla
g.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 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/>

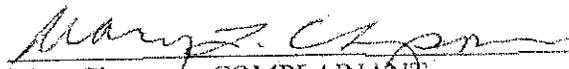
Respondents also agree to send a copy of the flyer distributed to tenants to the
Commission, verifying the fair housing flyers have been distributed with a list of
tenants who received the flyer, to the attention of Don Grove, Supervisor of
Investigations, within ten (10) days of distributing the flyer.

Donald R. Snoberger, RESPONDENT

Date

Joan S. Snoberger, RESPONDENT

Date



Mary Chapman, COMPLAINANT

Date

Beth Townsend, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

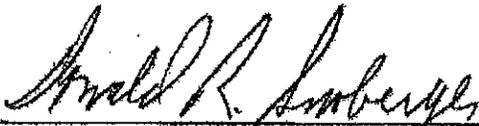
Date

11" and Respondents agree to access the flyer online at
[http://portal.hud.gov/hudportal/documents/huddoc?id=nfha_hud_12_en_chalkfla
g.pdf](http://portal.hud.gov/hudportal/documents/huddoc?id=nfha_hud_12_en_chalkfla
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Commission, verifying the fair housing flyers have been distributed with a list of
tenants who received the flyer, to the attention of Don Grove, Supervisor of
Investigations, within ten (10) days of distributing the flyer.



Donald R. Snoberger, RESPONDENT

4/4/13

Date



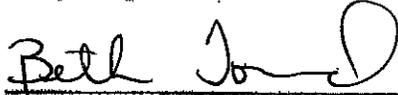
Joan S. Snoberger, RESPONDENT

4-4-13

Date

Mary Chapman, COMPLAINANT

Date



Beth Townsend, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

4-4-13

Date

Attachment 1

Reasonable Accommodation Policy for Persons with Disabilities

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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.

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Des Moines, Iowa 50319
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Attachment 2

Request for Reasonable Accommodation

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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):

I need this reasonable accommodation because:

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