

**PREDETERMINATION SETTLEMENT AGREEMENT**

CP# 07-12-62866

HUD# 07-12-0670-8

**PARTIES TO THE SETTLEMENT AGREEMENT:****RESPONDENTS****ALBERT CITY APARTMENTS, INC.**P.O. Box 13  
Albert City, Iowa 50510**GENE LINDGREN**P.O. Box 13  
Albert City, Iowa 50510**COMPLAINANT****MELINDA SMITH**  
510 4<sup>th</sup> Street South Apt. 13  
Albert City, Iowa 50510**AND****IOWA CIVIL RIGHTS COMMISSION**400 East 14<sup>th</sup> Street  
Des Moines, Iowa 50319

Description of the Parties: Complainant Melinda Smith, who currently resides at 510 4<sup>th</sup> Street South, Apartment 13, Albert City, Iowa 50510, alleged that Respondents – Albert City Apartments, Inc., the owner/manager of such apartment complex, and Gene Lindgren, the on-site manager of such apartment complex -- discriminated against her with unfair terms or conditions of rental when she served Complainant with an eviction notice based on disability. Respondents deny having discriminated against Complainant, but agree to settle this claim in the underlying action by entering into this Predetermination Settlement Agreement.

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. The parties agree that there shall be no discrimination, harassment, or retaliation of any kind against Complainant, Respondents, any other tenant of the apartment complex 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 of such person in the terms, conditions, or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of a disability of a person residing in or intending to reside in that dwelling after it is sold, rented, or made available. 42 U.S.C. 3604(f)(2)(A).

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 sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of a disability of a person residing in or intending to reside in that dwelling after it is sold, rented, or made available. Iowa Code § 216.8A(3)(b)(2).

*Voluntary and Full Settlement*

3. The parties acknowledge this Predetermination Settlement Agreement is 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. The parties acknowledge that they enter into this Agreement after having been fully advised by their attorney of their rights in this matter and of the scope and effect of 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. All agreements, covenants, representations and warranties, express or implied, oral or written, of the parties hereto concerning the subject matter hereof are contained herein, other than a confidentiality agreement that will be separately executed. All prior and contemporaneous conversations, negotiations, alleged

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agreements, representations, covenants and warranties concerning the subject matter hereof are merged herein or within the separate confidentiality agreement. The terms, covenants, conditions, and provisions of this Agreement shall not be altered, changed, modified, added to or deleted from, except in a writing signed by all of the Parties hereto.

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. Complainants hereby waive, release, and covenant not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, and with regard to any and all other matters, subject to performance by Respondents of the promises and representations contained herein. Complainants agree any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

#### *Fair Housing Poster*

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, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of receiving a Closing Letter from the Commission.

*Relief for Complainants*

11. Complainant agrees that upon signing this Agreement, on or before August 1, 2012, Complainant shall provide a cashier's check or money order to Respondents in the amount \$502, for payment of certain past due rental amounts (\$112 April 2012, \$195 June 2012 and \$195 July 2012).
12. The parties agree that Complainant's tenancy and the terms of her Rental Agreement at Albert City Apartments, Inc. shall re-commence upon Complainant signing this Settlement Agreement. 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.

The parties specifically acknowledge and agree that this settlement does not in any way equate to a waiver of, or otherwise affect, any of Respondents' rights under the Rental Agreement and Rules and Regulations or their right to require strict performance of Complainant's obligations as a tenant in the future. Specifically, under 18(c) in Complainant's lease the landlord may terminate Complainant's rental Agreement for the following reasons:

The Tenant's material failure to carry out obligations under any State Landlord and Tenant Act. 18(c)(2).

Criminal activity by a tenant, any member of the Tenant's household, a guest or another person under the Tenant's control. 18(c)(6)

13. Upon signing this Agreement, Complainant agrees on or before August 1, 2012, to provide a cashier's check or money order to pay Respondents in the amount \$195, for August 2012 rent. The parties agree, if HUD does not reinstate Complainant's HUD subsidy for August 2012, Complainant's rent will increase to \$458 per month and Complainant will owe a balance of \$263 for August 2012 rent. Complainant further agrees that on or before September 1, 2012, to provide a cashier's check or money order to Respondents in the amount \$263, for her August 2012 rent balance. If Complainant's HUD subsidy is not reinstated, Complainant agrees to pay \$458 per month on or before the first of each month through the term of Complainant's lease agreement which ends February 23, 2013.
14. Upon Complainant signing this Settlement Agreement and paying Respondents \$502, Respondents agree to immediately dismiss the legal eviction proceedings in Small Claims Court if they have not already done so. Respondents agree to fax a copy of the eviction proceedings dismissal to Natalie Burnham at 515-242-5840. Once the Commission receives documentation detailing the eviction proceedings have been dismissed, the Commission will sign the Predetermination Settlement Agreement and close this fair housing complaint as resolved.

Respondents also agree to immediately send written verification to Northwest Iowa Regional Housing in Spencer, IA that the legal eviction proceedings have been dismissed and Complainant's tenancy and the terms of her Rental Agreement at Albert City Apartments, Inc. have been reinstated.

Signatures on the following page (Page 5)

Albert City Apartments, Inc. by  
Albert City Apartments, Inc., RESPONDENT  
*Gene Lindgren*

7-31-12  
Date

Gene Lindgren  
Gene Lindgren, RESPONDENT

7-31-12  
Date

Melinda Smith  
Melinda Smith, COMPLAINANT

7-31-12  
Date

Beth Townsend  
Beth Townsend, DIRECTOR  
IOWA CIVIL RIGHTS COMMISSION

7-31-12  
Date

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# **PREDETERMINATION SETTLEMENT AGREEMENT**

CP# 01-13-63653  
HUD# 07-13-0221-8

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

### **RESPONDENTS**

#### **STEPHEN M. AND COLLEEN KIENZLE**

8024 Calmosa Avenue  
Whittier, CA 90602

#### **RED BARN MANAGEMENT, LLC**

8024 Calmosa Avenue  
Whittier, CA 90602

#### **KASEY O'ROURKE**

Wind Flower Apartments  
817 East 17<sup>th</sup> Street - Office  
Norwalk, Iowa 502211

### **COMPLAINANT**

#### **MARY CHAPMAN**

Commissioner  
Iowa Civil Rights Commission  
400 East 14<sup>th</sup> Street  
Des Moines, Iowa 50319

### **AND**

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

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

Description of the Parties: Complainant is a member of the Iowa Civil Rights Commission (hereinafter referred to as the Commission). As a member, Complainant has the authority to file a complaint alleging a discriminatory practice in violation of the "Iowa Civil Rights Act of 1965," Iowa Code Chapter 216. Complainant alleged Respondents failed to provide a reasonable accommodation by refusing to waive their non-refundable "pet deposit" policy and \$15 monthly "pet-fee" policy for a service animal and this resulted in different terms and conditions of rental and a denial of rental housing based on disability. Respondents own or manage the subject property, a 60-unit apartment complex, located at, 817 East 17<sup>th</sup> Street, Norwalk, Iowa 50211.

A complaint having been filed by Complainant against Respondents with the Commission under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

*Acknowledgment of Fair Housing Law*

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.
2. Respondents agree to refrain from committing any act of discrimination in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of Iowa Code Chapter 216.
3. Respondents acknowledge Federal and State Fair Housing Laws make it unlawful discriminate in the sale or rental or otherwise make unavailable or deny a dwelling to a buyer or renter because of a disability.  
42 U.S.C. 3604(f)(1)(a); Iowa Code § 216.8A(3)(a).
4. Respondent acknowledges Federal and State Fair Housing Laws make it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford the person equal opportunity to use and enjoy a dwelling.  
42 U.S.C. 3604(f)(2)(a) and 42 U.S.C. 3604(f)(3)(b);  
Iowa Code § 216.8A(3)(b)(1) and Iowa Code § 216.8A(3)(c)(2).
5. Respondents acknowledge their obligation under State and Federal Fair Housing Laws to waive their “pet deposit” policy and “pet fee” policy as a reasonable accommodation when necessary to permit an individual with a disability equal opportunity to use and enjoy a dwelling. Assistance animals categorized as either service animals or emotional support animals are not considered pets under the Fair Housing Act and cannot be subjected to pet rules, pet fees or pet deposits. Respondents acknowledge waiving a “pet deposit” policy and “pet fee” policy for a service animal or emotional support animal qualifies as a reasonable accommodation if the animal is needed to assist an individual with a disability.

Under State and Federal Fair Housing Laws, waiving a “pet deposit” policy and “pet fee” policy qualifies as a reasonable accommodation for an assistance animal if the animal provides assistance or performs tasks for the benefit of the individual with a disability, such as guiding visually impaired individuals, alerting hearing

impaired individuals to sounds and noises, providing protection or rescue assistance, pulling a wheelchair, seeking and retrieving items, alerting individuals to impending seizures, and providing emotional support to persons who have a disability and a need for such support.

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

#### *Voluntary and Full Settlement*

6. The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.
7. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.
8. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.
9. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

#### *Disclosure*

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

#### *Release*

11. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-

discrimination agency, and with regard to any and all other matters, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

### *Fair Housing Training*

12. Respondents agree Stephen Kienzle, Colleen Kienzle, Matt Walton 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 1 and 2), and
- Approval or Denial of Reasonable Accommodation Request (Attachment 3)

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

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

- Name, address, and telephone number of the person making the request;
- Date request received;
- Nature of request;
- Whether request granted or denied; and
- If denied, reason(s) for the denial.

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

#### *Review of Tenant Files*

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

Within ninety (90) days of the execution of this Settlement Agreement, Respondents shall submit a written report to the Commission, to the attention of Don Grove, Supervisor of Investigations, stating: (1) the number of tenant files reviewed, (2) the name and job title of the person or persons who reviewed those files, (3) the date or dates those files were reviewed, (4) the number of errors found, and (5) the number of errors corrected. For each error, Respondents shall include in its written report to the Commission the following information:

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

#### *Relief for Complainant*

15. Respondents agree to plan, conduct, or sponsor a Fair Housing Event in Respondents' community that is open to other persons or organizations involved in the residential rental housing business, including housing providers, real estate agents, tenants, and prospective tenants.

Respondents agree to send written verification to the Commission and provide specifics about the Fair Housing Event, including date and location, a list of invitees, and the agenda or outline of topics to be discussed, to the Commission, to the attention of Don Grove, Supervisor of Investigations, within 120 days of receiving a Closing Letter from the Commission.

16. Within thirty (30) 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, listing each rental property owned and/or managed by the Respondents with: (1) the address of each rental property, (2) the number of rental units at each rental property.

\_\_\_\_\_  
Stephen M. Kienzle, RESPONDENT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Colleen Kienzle, RESPONDENT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Red Barn Management, LLC, RESPONDENT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kasey O'Rourke, RESPONDENT

\_\_\_\_\_  
Date

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

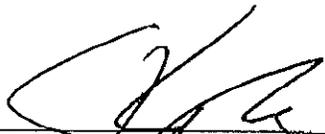
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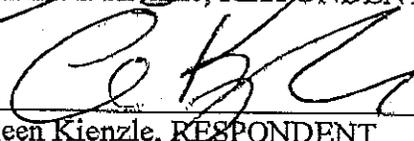
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Beth Townsend, DIRECTOR  
IOWA CIVIL RIGHTS COMMISSION

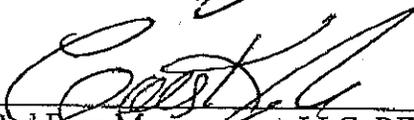
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Date

Respondents agree to send written verification to the Commission and provide specifics about the Fair Housing Event, including date and location, a list of invitees, and the agenda or outline of topics to be discussed, to the Commission, to the attention of Don Grove, Supervisor of Investigations, within 120 days of receiving a Closing Letter from the Commission.

- 16. Within thirty (30) 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, listing each rental property owned and/or managed by the Respondents with: (1) the address of each rental property, (2) the number of rental units at each rental property.

  
 \_\_\_\_\_  
 Stephen M. Kienzle, RESPONDENT 3/25/13  
Date

  
 \_\_\_\_\_  
 Colleen Kienzle, RESPONDENT 3/25/13  
Date

  
 \_\_\_\_\_  
 Red Barn Management, LLC, RESPONDENT 3/25/13  
Date

  
 \_\_\_\_\_  
 Kasey O'Rourke, RESPONDENT 3/20/13  
Date

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

  
 \_\_\_\_\_  
 Beth Townsend, DIRECTOR 3-25-13  
Date  
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Respondents agree to send written verification to the Commission and provide specifics about the Fair Housing Event, including date and location, a list of invitees, and the agenda or outline of topics to be discussed, to the Commission, to the attention of Don Grove, Supervisor of Investigations, within 120 days of receiving a Closing Letter from the Commission.

16. Within thirty (30) 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, listing each rental property owned and/or managed by the Respondents with: (1) the address of each rental property, (2) the number of rental units at each rental property.

\_\_\_\_\_  
Stephen M. Kienzle, RESPONDENT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Colleen Kienzle, RESPONDENT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Red Barn Management, LLC, RESPONDENT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kasey O'Rourke, RESPONDENT

\_\_\_\_\_  
Date

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

  
\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

## Attachment 1

### Reasonable Accommodation Policy for Persons with Disabilities

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

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

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

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

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

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

Attachment 2

## Request for Reasonable Accommodation

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

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

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

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

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

Me

A person associated or living with me

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

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

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

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

I need the following change(s):

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I need this reasonable accommodation because:

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Requester

Date

Apartment Manager

Date

Attachment 3

Request for Reasonable Accommodation

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

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

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

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

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

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

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

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

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

Granted the request.

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

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

\_\_\_\_\_  
Date

Attachment 4

# Approval or Denial of Reasonable Accommodation Request

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

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

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

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

We have reviewed your request and we have decided:

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

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

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

To deny your request. We denied your request because:

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

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

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

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

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

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

\_\_\_\_\_  
Date

# **PREDETERMINATION SETTLEMENT AGREEMENT**

CP# 01-13-63652  
HUD# 07-13-0228-8

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

### **RESPONDENTS**

#### **STEPHEN M. AND COLLEEN KIENZLE**

8024 Calmosa Avenue  
Whittier, CA 90602

#### **RED BARN MANAGEMENT, LLC**

8024 Calmosa Avenue  
Whittier, CA 90602

#### **MATT WALTON**

Rosewood Cottages  
406 4<sup>th</sup> Street SE  
State Center, Iowa 50247

### **COMPLAINANT**

#### **MARY CHAPMAN**

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

### **AND**

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

400 East 14<sup>th</sup> Street  
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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 Respondents failed to provide a reasonable accommodation by refusing to waive their \$200 non-refundable "pet deposit" policy for a service animal and this resulted in different terms and conditions of rental and a denial of rental housing based on disability. Respondents own or manage the subject property, a 24-unit apartment complex, located at, 406 4<sup>th</sup> Street SE, State Center, Iowa 50247.

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.
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42 U.S.C. 3604(f)(1)(a); Iowa Code § 216.8A(3)(a).
4. Respondent acknowledges Federal and State Fair Housing Laws make it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford the person equal opportunity to use and enjoy a dwelling.  
42 U.S.C. 3604(f)(2)(a) and 42 U.S.C. 3604(f)(3)(b);  
Iowa Code § 216.8A(3)(b)(1) and Iowa Code § 216.8A(3)(c)(2).
5. Respondents acknowledge their obligation under State and Federal Fair Housing Laws to waive their “pet deposit” policy and “pet fee” policy as a reasonable accommodation when necessary to permit an individual with a disability equal opportunity to use and enjoy a dwelling. Assistance animals categorized as either service animals or emotional support animals are not considered pets under the Fair Housing Act and cannot be subjected to pet rules, pet fees or pet deposits. Respondents acknowledge waiving a “pet deposit” policy 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 Stephen Kienzle, Colleen Kienzle and Matt Walton, 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 1 and 2), and
- Approval or Denial of Reasonable Accommodation Request (Attachment 3)

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

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

- Name, address, and telephone number of the person making the request;
- Date request received;
- Nature of request;
- Whether request granted or denied; and
- If denied, reason(s) for the denial.

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

#### *Review of Tenant Files*

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

Within ninety (90) days of the execution of this Settlement Agreement, Respondents shall submit a written report to the Commission, to the attention of Don Grove, Supervisor of Investigations, stating: (1) the number of tenant files reviewed, (2) the name and job title of the person or persons who reviewed those files, (3) the date or dates those files were reviewed, (4) the number of errors found, and (5) the number of errors corrected. For each error, Respondents shall include in its written report to the Commission the following information:

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

#### *Relief for Complainant*

15. Respondents agree to plan, conduct, or sponsor a Fair Housing Event in Respondents' community that is open to other persons or organizations involved in the residential rental housing business, including housing providers, real estate agents, tenants, and prospective tenants.

Respondents agree to send written verification to the Commission and provide specifics about the Fair Housing Event, including date and location, a list of invitees, and the agenda or outline of topics to be discussed, to the Commission, to the attention of Don Grove, Supervisor of Investigations, within 120 days of receiving a Closing Letter from the Commission.

16. Within thirty (30) 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, listing each rental property owned and/or managed by the Respondents with: (1) the address of each rental property, (2) the number of rental units at each rental property.

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Stephen M. Kienzle, RESPONDENT

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Date

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Colleen Kienzle, RESPONDENT

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Date

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Red Barn Management, LLC, RESPONDENT

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Date

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Matt Walton, RESPONDENT

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Date

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Mary Chapman, COMPLAINANT

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Date

---

Beth Townsend, DIRECTOR  
IOWA CIVIL RIGHTS COMMISSION

---

Date

Respondents agree to send written verification to the Commission and provide specifics about the Fair Housing Event, including date and location, a list of invitees, and the agenda or outline of topics to be discussed, to the Commission, to the attention of Don Grove, Supervisor of Investigations, within 120 days of receiving a Closing Letter from the Commission.

16. Within thirty (30) 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, listing each rental property owned and/or managed by the Respondents with: (1) the address of each rental property, (2) the number of rental units at each rental property.

\_\_\_\_\_  
Stephen M. Kienzle, RESPONDENT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Colleen Kienzle, RESPONDENT

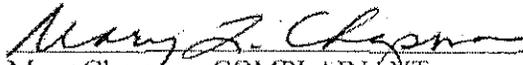
\_\_\_\_\_  
Date

\_\_\_\_\_  
Red Barn Management, LLC, RESPONDENT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Matt Walton, RESPONDENT

\_\_\_\_\_  
Date

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

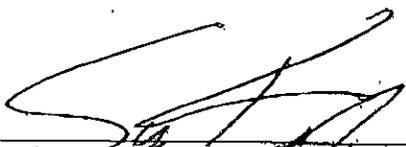
*3/28/13*  
\_\_\_\_\_  
Date

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

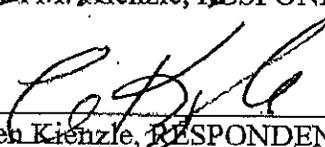
\_\_\_\_\_  
Date

Respondents agree to send written verification to the Commission and provide specifics about the Fair Housing Event, including date and location, a list of invitees, and the agenda or outline of topics to be discussed, to the Commission, to the attention of Don Grove, Supervisor of Investigations, within 120 days of receiving a Closing Letter from the Commission.

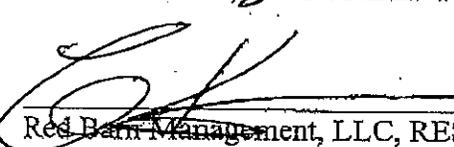
- 16. Within thirty (30) days of the execution of this Settlement Agreement, Respondents shall submit a written report to the Commission, to the attention of Don Grove, Supervisor of Investigations, listing each rental property owned and/or managed by the Respondents with: (1) the address of each rental property, (2) the number of rental units at each rental property.

  
Stephen M. Kienzle, RESPONDENT

3/25/13  
Date

  
Colleen Kienzle, RESPONDENT

3/25/13  
Date

  
Red Barn Management, LLC, RESPONDENT

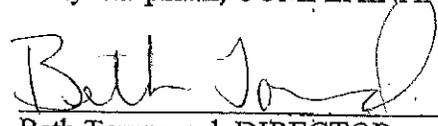
3/25/13  
Date

  
Matt Walton, RESPONDENT

3/17/13  
Date

Mary Chapman, COMPLAINANT

\_\_\_\_\_  
Date

  
Beth Townsend, DIRECTOR  
IOWA CIVIL RIGHTS COMMISSION

3-27-13  
Date

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## Attachment 1

### Reasonable Accommodation Policy for Persons with Disabilities

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

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

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

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

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

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

Attachment 2

## Request for Reasonable Accommodation

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

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

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

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

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

Me

A person associated or living with me

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

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

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

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

I need the following change(s):

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I need this reasonable accommodation because:

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Requester

Date

Apartment Manager

Date

**Attachment 3**

**Request for Reasonable Accommodation**

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

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

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

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

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

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

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

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

Granted the request.

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

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

\_\_\_\_\_  
Date

Attachment 4

# Approval or Denial of Reasonable Accommodation Request

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

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

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

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

We have reviewed your request and we have decided:

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

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

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

To deny your request. We denied your request because:

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

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

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

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

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

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

\_\_\_\_\_  
Date

# PREDETERMINATION SETTLEMENT AGREEMENT

CP# 10-12-63320  
HUD# 07-13-0097-8

## PARTIES TO THE SETTLEMENT AGREEMENT:

### RESPONDENTS

**BELMONT DRIVE 1218 COOPERATIVE, INC.**  
PO Box 783  
Ankeny, Iowa 50021

**KAREN AND JOHN SCHUSTER**  
3230 SW Coves Dr.  
Ankeny, Iowa 50023

**J & K SCHUSTER, INC.**  
3230 SW Coves Dr.  
Ankeny, Iowa 50023

### COMPLAINANT

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

### AND

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

Description of the Parties: Complainant is a member of the Iowa Civil Rights Commission (hereinafter referred to as the Commission). As a member, Complainant has the authority to file a complaint alleging a discriminatory practice in violation of the "Iowa Civil Rights Act of 1965," Iowa Code Chapter 216. Complainant alleged Respondents failed to provide a reasonable accommodation by refusing to waive their "pet weight limit" policy for a service animal and this resulted in different terms and conditions of rental and a denial of rental housing based on disability. Respondents own or manage the subject property, a 12-unit apartment complex, located at 1218 SE Belmont Drive, Ankeny, IA 50021.

A complaint having been filed by Complainant against Respondents with the Commission under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

*Acknowledgment of Fair Housing Law*

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.
2. Respondents agree to refrain from committing any act of discrimination in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of Iowa Code Chapter 216.
3. Respondents acknowledge Federal and State Fair Housing Laws make it unlawful discriminate in the sale or rental or otherwise make unavailable or deny a dwelling to a buyer or renter because of a disability.  
42 U.S.C. 3604(f)(1)(a); Iowa Code § 216.8A(3)(a).
4. Respondent acknowledges Federal and State Fair Housing Laws make it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford the person equal opportunity to use and enjoy a dwelling.  
42 U.S.C. 3604(f)(2)(a) and 42 U.S.C. 3604(f)(3)(b);  
Iowa Code § 216.8A(3)(b)(1) and Iowa Code § 216.8A(3)(c)(2).
5. Respondents acknowledge their obligation under State and Federal Fair Housing Laws to waive their "pet weight limit" 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 weight limit" 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 weight limit" 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

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CBS

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.
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-

KS  
JCS

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 John and Karen Schuster 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 John and Karen Schuster's attendance at the fair housing training, as described in Term #12, Respondents agree to adopt and implement specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodation. These standards shall comply with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 et seq., and include the following provisions:

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

Respondents shall use the following forms:

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

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

KCS  
QPS

Respondents shall keep written records of each request for reasonable accommodation, for a period of seven years after the tenancy has ended.

These records shall include:

- Name, address, and telephone number of the person making the request;
- Date request received;
- Nature of request;
- Whether request granted or denied; and
- If denied, reason(s) for the denial.

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

#### *Review of Tenant Files*

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

Within ninety (90) days of the execution of this Settlement Agreement, Respondents shall submit a written report to the Commission, 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.

Signatures on the following page (page 6)

KS  
ABS

Belmont Drive 1218 Cooperative by John Schuster  
Belmont Drive 1218, RESPONDENT

2-5-13  
Date

Karen Schuster  
Karen Schuster, RESPONDENT

2/5/13  
Date

John Schuster  
John Schuster, RESPONDENT

2-5-13  
Date

J&K Schuster, Inc. by John Schuster  
J&K Schuster, Inc., RESPONDENT

2-5-13  
Date

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

\_\_\_\_\_  
Date

Beth Townsend  
Beth Townsend, DIRECTOR  
IOWA CIVIL RIGHTS COMMISSION

2-5-13  
Date

Belmont Drive 1218, RESPONDENT

Date

Karen Schuster, RESPONDENT

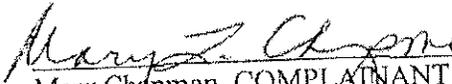
Date

John Schuster, RESPONDENT

Date

I&K Schuster, Inc., RESPONDENT

Date

  
Mary Chapman, COMPLAINANT

Date

1/31/73

Beth Townsend, DIRECTOR  
IOWA CIVIL RIGHTS COMMISSION

Date

**Attachment 1**

## Request for Reasonable Accommodation

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

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

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

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

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

Me

A person associated or living with me

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

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

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

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

I need the following change(s):

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I need this reasonable accommodation because:

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---

---

Requester \_\_\_\_\_

Date \_\_\_\_\_

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

Date \_\_\_\_\_

Attachment 2

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 3

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

## Attachment 4

### Reasonable Accommodation Policy for Persons with Disabilities

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

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

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

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

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

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

# **PREDETERMINATION SETTLEMENT AGREEMENT**

CP# 10-12-63337  
HUD# 07-13-0121-8

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

### **RESPONDENTS**

**DAVID H. ESHELMAN**  
560 Neal Street  
Pleasanton, CA 94566

**ROBERTA A. ESHELMAN**  
560 Neal Street  
Pleasanton, CA 94566

**JACKIE BAUTISTA**  
270 South Cauley Avenue  
PO Box 65  
Anthon, Iowa 51004

### **COMPLAINANT**

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

**AND**

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

Description of the Parties: Complainant is a member of the Iowa Civil Rights Commission (hereinafter referred to as the Commission). As a member, Complainant has the authority to file a complaint alleging a discriminatory practice in violation of the "Iowa Civil Rights Act of 1965," Iowa Code Chapter 216. Complainant alleged Respondents failed to provide a reasonable accommodation by refusing to waive their \$250 non-refundable "pet deposit" policy for a service animal and this resulted in different terms and conditions of rental and a denial of rental housing based on disability. Respondents own or manage the subject property, a 6-unit apartment complex, located at 1512 Douglas Street, Sioux City, Iowa 51105.

A complaint having been filed by Complainant against Respondents with the Commission under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

*Acknowledgment of Fair Housing Law*

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.
2. Respondents agree to refrain from committing any act of discrimination in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of Iowa Code Chapter 216.
3. Respondents acknowledge Federal and State Fair Housing Laws make it unlawful discriminate in the sale or rental or otherwise make unavailable or deny a dwelling to a buyer or renter because of a disability.  
42 U.S.C. 3604(f)(1)(a); Iowa Code § 216.8A(3)(a).
4. Respondent acknowledges Federal and State Fair Housing Laws make it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford the person equal opportunity to use and enjoy a dwelling.  
42 U.S.C. 3604(f)(2)(a) and 42 U.S.C. 3604(f)(3)(b);  
Iowa Code § 216.8A(3)(b)(1) and Iowa Code § 216.8A(3)(c)(2).
5. Respondents acknowledge their obligation under State and Federal Fair Housing Laws to waive their “pet deposit” policy 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 David Eshelman, Roberta Eshelman and Jackie Bautista will receive training on the requirements of State and Federal Fair Housing Laws within 90 days of their receipt of a Closing Letter from the Commission. The training will address all aspects of fair housing law, but will emphasize the law regarding how to handle requests for reasonable accommodations from individuals with a disability. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

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

#### *New Policy and Practice*

13. For all residential rental properties owned and managed, now and in the future, Respondents agree, within thirty (30) days of the execution of this Settlement Agreement, to adopt and implement specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodation. These standards shall comply with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 et seq., and include the following provisions:

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

Respondents shall use the following forms:

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

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

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

- Name, address, and telephone number of the person making the request;
- Date request received;
- Nature of request;
- Whether request granted or denied; and
- If denied, reason(s) for the denial.

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

#### *Review of Tenant Files*

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

Within ninety (90) days of the execution of this Settlement Agreement, Respondents shall submit a written report to the Commission, to the attention of Don Grove, Supervisor of Investigations, stating: (1) the number of tenant files reviewed, (2) the name and job title of the person or persons who reviewed those files, (3) the date or dates those files were reviewed, (4) the number of errors found, and (5) the number of errors corrected. For each error, Respondents shall include in its written report to the Commission the following information:

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

#### *Relief for Complainant*

15. Respondents agree David Eshelman, Roberta Eshelman and Jackie Bautista 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 Sioux City 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.

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David H. Eshelman, RESPONDENT

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Date

---

Roberta A. Eshelman, RESPONDENT

---

Date

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Jackie Bautista, RESPONDENT

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Date

---

Mary Chapman, COMPLAINANT

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Date

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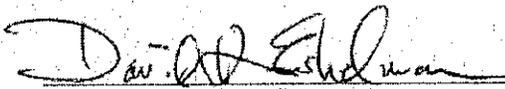
Beth Townsend, DIRECTOR  
IOWA CIVIL RIGHTS COMMISSION

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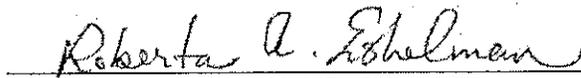
Date

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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.

  
\_\_\_\_\_  
David H. Eshelman, RESPONDENT

1/23/2013  
Date

  
\_\_\_\_\_  
Roberta A. Eshelman, RESPONDENT

January 23, 2013  
Date

\_\_\_\_\_  
Jackie Bautista, RESPONDENT

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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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.

\_\_\_\_\_  
David H. Eshelman, RESPONDENT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Roberta A. Eshelman, RESPONDENT

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jackie Bautista, RESPONDENT

\_\_\_\_\_  
Date

*2/19/2013*

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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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.

\_\_\_\_\_  
David H. Eshelman, RESPONDENT

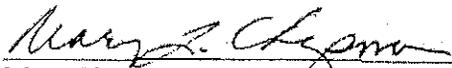
\_\_\_\_\_  
Date

\_\_\_\_\_  
Roberta A. Eshelman, RESPONDENT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jackie Bautista, RESPONDENT

\_\_\_\_\_  
Date

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

2/20/13  
\_\_\_\_\_  
Date

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

2 - 21 - 13  
\_\_\_\_\_  
Date

**Attachment 1**

**Request for Reasonable Accommodation**

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

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

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

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

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

Me

A person associated or living with me

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

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

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

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

I need the following change(s):

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I need this reasonable accommodation because:

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Requester

Date

Apartment Manager

Date

Attachment 2

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 3

# 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

## Attachment 4

### 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.

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Des Moines, Iowa 50319  
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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

# PREDETERMINATION SETTLEMENT AGREEMENT

CP# 01-13-63648  
HUD# 07-13-0220-8

## PARTIES TO THE SETTLEMENT AGREEMENT:

### RESPONDENTS

**DUWAYNE M. SHARP**  
7 North 11<sup>th</sup> Street  
Marshalltown, Iowa 50158

**TRUDY S. SHARP**  
7 North 11<sup>th</sup> Street  
Marshalltown, Iowa 50158

**CHANTELLE SHARP**  
7 North 11<sup>th</sup> Street  
Marshalltown, Iowa 50158

### COMPLAINANT

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

AND

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

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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 Respondents failed to provide a reasonable accommodation by refusing to waive their non-refundable "pet deposit" policy for a service animal and this resulted in different terms and conditions of rental and a denial of rental housing based on disability. Respondents own or manage the subject property, a six-unit apartment complex, located at 110 East Webster Street, Marshalltown, Iowa 50158.

A complaint having been filed by Complainant against Respondents with the Commission under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

*Acknowledgment of Fair Housing Law*

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.
2. Respondents agree to refrain from committing any act of discrimination in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of Iowa Code Chapter 216.
3. Respondents acknowledge Federal and State Fair Housing Laws make it unlawful discriminate in the sale or rental or otherwise make unavailable or deny a dwelling to a buyer or renter because of a disability.  
42 U.S.C. 3604(f)(1)(a); Iowa Code § 216.8A(3)(a).
4. Respondent acknowledges Federal and State Fair Housing Laws make it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford the person equal opportunity to use and enjoy a dwelling.  
42 U.S.C. 3604(f)(2)(a) and 42 U.S.C. 3604(f)(3)(b);  
Iowa Code § 216.8A(3)(b)(1) and Iowa Code § 216.8A(3)(c)(2).
5. Respondents acknowledge their obligation under State and Federal Fair Housing Laws to waive their non-refundable "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 non-refundable "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 non-refundable "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

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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

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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 DuWayne, Trudy and Chantelle Sharp 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.

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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 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 plan, conduct, or sponsor a Fair Housing Event in Respondents' community that is open to other persons or organizations involved in the residential rental housing business, including housing providers, real estate agents, tenants, and prospective tenants.

Respondents agree to send written verification to the Commission and provide

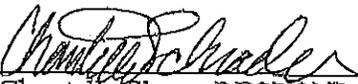
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specifics about the Fair Housing Event, including date and location, a list of invitees, and the agenda or outline of topics to be discussed, to the Commission, to the attention of Don Grove, Supervisor of Investigations, within 120 days of receiving a Closing Letter from the Commission.

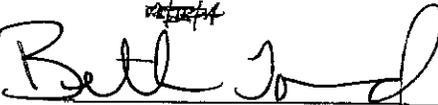
- 16. Within thirty (30) days of the execution of this Settlement Agreement, Respondents shall submit a written report to the Commission, to the attention of Don Grove, Supervisor of Investigations, listing each rental property owned and/or managed by the Respondents with: (1) the address of each rental property, (2) the number of rental units at each rental property.

  
 DuWayne M. Sharp, RESPONDENT 4/16/13  
Date

  
 Trudy S. Sharp, RESPONDENT 4/16/13  
Date

  
 Chantelle Sharp, RESPONDENT 4/16/13  
Date  
*n/r/t Chantelle Schrader*

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

  
 Beth Townsend, DIRECTOR 4-17-13  
Date  
 IOWA CIVIL RIGHTS COMMISSION

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specifics about the Fair Housing Event, including date and location, a list of invitees, and the agenda or outline of topics to be discussed, to the Commission, to the attention of Don Grove, Supervisor of Investigations, within 120 days of receiving a Closing Letter from the Commission.

16. Within thirty (30) 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, listing each rental property owned and/or managed by the Respondents with: (1) the address of each rental property, (2) the number of rental units at each rental property.

\_\_\_\_\_  
DuWayne M. Sharp, RESPONDENT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Trudy S. Sharp, RESPONDENT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chantelle Sharp, RESPONDENT

\_\_\_\_\_  
Date

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

4/16/13  
\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

## Attachment 1

### Reasonable Accommodation Policy for Persons with Disabilities

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

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

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

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

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

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

**Attachment 2**

**Request for Reasonable Accommodation**

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

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

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

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

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

Me

A person associated or living with me

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

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

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

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

I need the following change(s):

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

I need this reasonable accommodation because:

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

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Requester

Date

Apartment Manager

Date

**Attachment 3**

**Request for Reasonable Accommodation**

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

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

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

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

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

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

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

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

Granted the request.

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

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

\_\_\_\_\_  
Date

**Attachment 4**

# Approval or Denial of Reasonable Accommodation Request

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

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

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

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We have reviewed your request and we have decided:

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

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

To deny your request. We denied your request because:

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

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

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

\_\_\_\_\_  
Date

# PREDETERMINATION SETTLEMENT AGREEMENT

CP# 12-12-63555  
HUD# 07-13-0199-8

PARTIES TO THE SETTLEMENT AGREEMENT:

## RESPONDENTS

### **CHRISTOPHER M. MARTIN**

312 Grant Avenue Circle  
Lisbon, Iowa 52253

### **CORRINE L. MARTIN**

312 Grant Avenue Circle  
Lisbon, Iowa 52253

## COMPLAINANT

### **MARY CHAPMAN**

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

AND

### **IOWA CIVIL RIGHTS COMMISSION**

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

Description of the Parties: Complainant is a member of the Iowa Civil Rights Commission (hereinafter referred to as the Commission). As a member, Complainant has the authority to file a complaint alleging a discriminatory practice in violation of the "Iowa Civil Rights Act of 1965," Iowa Code Chapter 216. Complainant alleged Respondents failed to provide a reasonable accommodation by refusing to waive their \$440 "pet deposit" policy for a service animal and this resulted in different terms and conditions of rental and a denial of rental housing based on disability. Respondents own or manage the subject property, a duplex, located at 201 South Johnson Street, Andrew, Iowa 52030.

A complaint having been filed by Complainant against Respondents with the Commission under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

*Acknowledgment of Fair Housing Law*

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.
2. Respondents agree to refrain from committing any act of discrimination in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of Iowa Code Chapter 216.
3. Respondents acknowledge Federal and State Fair Housing Laws make it unlawful discriminate in the sale or rental or otherwise make unavailable or deny a dwelling to a buyer or renter because of a disability.  
42 U.S.C. 3604(f)(1)(a); Iowa Code § 216.8A(3)(a).
4. Respondent acknowledges Federal and State Fair Housing Laws make it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford the person equal opportunity to use and enjoy a dwelling.  
42 U.S.C. 3604(f)(2)(a) and 42 U.S.C. 3604(f)(3)(b);  
Iowa Code § 216.8A(3)(b)(1) and Iowa Code § 216.8A(3)(c)(2).
5. Respondents acknowledge their obligation under State and Federal Fair Housing Laws to waive their "pet deposit" policy 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 Christopher and Corrine Martin 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.

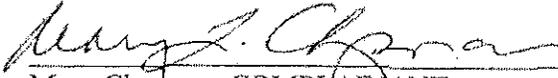
Signatures on the following page (Page 6)

\_\_\_\_\_  
Christopher M. Martin, RESPONDENT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Corrine L. Martin, RESPONDENT

\_\_\_\_\_  
Date

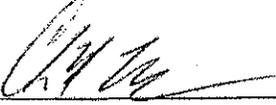
  
\_\_\_\_\_  
Mary Chapman, COMPLAINANT

\_\_\_\_\_  
3-8-13

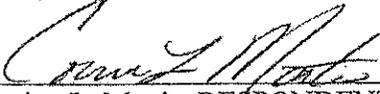
\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Christopher M. Martin, RESPONDENT

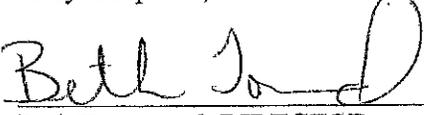
3-7-2013  
Date

  
\_\_\_\_\_  
Corrine L. Martin, RESPONDENT

3-7-2013  
Date

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

\_\_\_\_\_  
Date

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

3-8-13  
Date

## Attachment 1

### Reasonable Accommodation Policy for Persons with Disabilities

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

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

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

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

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

**Attachment 2**

## Request for Reasonable Accommodation

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

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

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

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

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

Me

A person associated or living with me

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

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

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

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

I need the following change(s):

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I need this reasonable accommodation because:

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Requester

Date

Apartment Manager

Date

**Attachment 3**

**Request for Reasonable Accommodation**

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

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

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

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

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

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

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

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

Granted the request.

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

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

\_\_\_\_\_  
Date

**Attachment 4**

## Approval or Denial of Reasonable Accommodation Request

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

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

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

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We have reviewed your request and we have decided:

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

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---

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

To deny your request. We denied your request because:

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---

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

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---

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

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

\_\_\_\_\_  
Date