

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 09-11-61338

HUD# 07-11-0811-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

COMPLAINANT

CYNTHIA BERNARD

101 16TH Avenue NW Apartment 9

Independence, IA 50644

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties: The Complainant alleged Respondents discriminated against her because of her disabilities by refusing to designate an accessible parking space, refusing to allow Complainant's assistance animal as a reasonable accommodation and refusing to make repairs to Complainant's apartment and the Respondents' sidewalks. Respondents own or manage the subject property, a **REDACTED**-unit apartment complex at **REDACTED**.

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

Acknowledgment of Fair Housing Law

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.
2. Respondents acknowledge Federal and State Fair Housing Laws make it unlawful to discriminate in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or

facilities in connection with the dwelling because of a disability. 42 U.S.C 3604(f)(2)(a); Iowa Code § 216.8A(3)(b)(1).

3. Respondents acknowledge Federal and State Fair Housing Laws make it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford the person equal opportunity to use and enjoy a dwelling. 42 U.S.C. 3604(f)(3)(b); Iowa Code § 216.8A(3)(c)(2).

#### Voluntary and Full Settlement

4. The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

5. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

6. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

7. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

#### Disclosure

8. The parties agree the Commission may disclose the terms of this Agreement so long as the Commission does not disclose the identities of the Respondents.

#### Release

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

#### Fair Housing Training

10. Respondents agree **REDACTED** 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 Respondents' attorney **REDACTED**.

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

#### New Policy and Practice

11. For all residential rental properties owned and managed, now and in the future, Respondents agree, within thirty (90) days of the execution of this 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 tenants inquire about reasonable accommodations, Respondents shall inform them of their ability to seek reasonable accommodations.

Respondents agree create forms to be used when tenants and prospective tenants make Reasonable Accommodation requests.

Respondents agree to keep written records of each request for reasonable accommodation.

Respondents agree to send documentation to the Commission, verifying they have implemented specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodation, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of implementing the standards and procedures.

#### Relief for Complainant

12. On or before January 15, 2012, Respondents agree to erect a single accessible parking space that includes the International Symbol of Accessibility for persons with disabilities for tenants with mobility impairments who possess a persons with disabilities parking permits (DOT placard). The accessible parking space will be located in the South Parking lot, closest to Complainant's apartment #9. Complainant agrees to use her Iowa DOT placard when parking in this accessible parking space.

Respondents agree the accessible parking space will meet the dimension, location, and designation requirements in Iowa Code Chapter 321L and 661 Iowa Admin. Code Chapter 18. Iowa Administrative Code 661 Section 18.3 (1) states, "Parking spaces for persons with disabilities shall be at least 96 inches wide and shall have an adjacent access aisle 60 inches wide minimum." Respondents agree the boundary of all access aisles will be marked; the end may be a squared or curved shape.

The signage for the accessible parking spaces will indicate the parking space is reserved for persons with mobility impairments and include the International Symbol of Accessibility as described in the ADA Accessibility Guidelines for Buildings and Facilities [“ADAAG”], available online at: <http://www.accessboard.gov/adaag/html/figures/fig43a.html>.

Respondents agree to send documentation to the Commission, to the attention of Don Grove, Supervisor of Investigations, on or before January 15, 2012, verifying the Respondents have designated accessible reserved parking space with signage and striping that meet the dimension, location, and designation requirements in Iowa Code Chapter 321L and 661 Iowa Admin. Code Chapter 18.

13. Respondents agree to waive their “no-pets” policy as a reasonable accommodation and allow Complainant to keep her assistance animal Dolly. Complainant agrees to follow all Respondents’ rules and policies (Attachment 1) and maintain a safe and sanitary apartment.

Within 60 days of receiving a Closing Letter from the Commission, Complainant will provide Respondents documentation that verifies:

- Complainant’s disability
- What the Companion Animal does for Complainant, and
- The relationship between Complainant’s ability to function and the companionship of her dog and why the companion animal is necessary in order for Complainant to use and enjoy her apartment.

14. Respondents agree all tenant rules, regulations and lease agreements will be enforced fairly and without harassment or discrimination. Complainant agrees to follow the terms of her lease agreement and all the Respondents’ rules and regulations. Complainant and Respondents agree they will not disparage each other.

15. Respondents agree that all future requests for accommodations or modifications by Complainant will be handled in a timely fashion. Respondents will provide Complainant with a form to make a written request for accommodations or modifications documenting the date and time the request was made. Respondents will immediately provide Complainant with a photocopy of the written request if requested. Respondents will communicate their response to Complainant in a timely manner.

16. Within 60 days of receiving a Closing Letter from the Commission, Respondents

agree to install and pay for the below-listed changes:

a) Respondents will clean Complainant's living room carpet and take efforts to remove alleged mold. Respondents will seek the opinion of a professional carpet cleaning company as to whether the alleged mold exists in the carpet and what steps are appropriate to remove the mold including replacement of carpet if necessary. Respondents will rely upon the professional opinion of the carpet cleaning company.

Respondents also agree to send documentation to the Commission, verifying the carpet issues have been addressed, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of addressing the carpet issues.

b) Review Complainant's concerns about raised and busted up sidewalks and prune or remove bushes that are overgrown onto the sidewalks and take appropriate action by August 1, 2012.

Respondents also agree to send documentation to the Commission, verifying the sidewalk issues have been addressed, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of addressing the sidewalk issues.

c) In December 2011, Respondents replaced Complainant's bathroom carpet with linoleum that was damaged by a sewer backup on September 20, 2011.

d) Inspect Complainant's apartment 9 and the apartment directly above Complainant's apartment to find the source of the alleged mold. Respondents agree to address and rectify the cause of the mold within 60 days of receiving a Closing Letter from the Commission.

Respondents also agrees to send documentation to the Commission, verifying the sidewalk issues have been addressed, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of addressing the sidewalk issues.

19. Respondents agree to pay Complainant \$100 less no deductions to reimburse her for sewage damage to her shower curtain, bath mat and rugs. In the future, if an issue like this arises, Complainant will contact Respondents immediately.

Respondents agree to send the check to Complainant at the above address within seven (7) days of Respondents' receipt of a Closing Letter from the Commission. Respondents also agree to send a copy of the check to the Commission, to the attention of Don Grove, Supervisor of Investigations, within seven (7) days of Respondents' receipt of a Closing Letter from the Commission.





## Service and Companion Animal Rules

1. The Service/Companion animal shall not unreasonably disturb the rights, comfort, or conveniences of neighbors or other residents. This applies to both inside and outside the dwelling unit.
2. The Service/Companion animal must be housebroken.
3. The Service/Companion animal shall be spayed or neutered within 60 days of receiving a Closing Letter from the Commission. No service/companion animal offspring shall be allowed.
4. The Service/Companion animal shall not be tied to any fixed object outside a dwelling unit including, but not limited to, patio areas, walkways, stairs, stairwells, automobiles, parking lots, trees, grassy areas, or any other part of the Apartment Complex.
5. The Service/Companion Animal may not be allowed to run freely throughout the Apartment Complex, or left unattended on any Resident's patio or balcony. Service/Companion Animals must be kept on a leash at all times and under supervision when outside dwelling unit.
6. The Service/Companion Animal must be fed and watered inside Complainant's dwelling unit (or enclosed outside area of the unit) and its food or water may not be left outside at any time.
7. No Service/Companion Animal shall be allowed to discharge anywhere on the property of the Apartment Complex or adjoining sidewalks including, but not limited to, dwelling units, walkways, stairwells, parking lots, grassy areas, or other places, except in the designated area of the court yard. Complainant shall be permitted to take her service/companion dog to the court yard area to defecate and Complainant will immediately remove and properly dispose of the fecal matter. If Service/Companion Animal discharge occurs anywhere on the property, the Resident shall be responsible for immediate disposal of waste and repair of any damage. Resident shall be charged for any repair or damage if the Service/Companion Animal has discharged on the property. Complainant will not be responsible for disposing of the fecal waste for REDACTED's Service Animal nor will Complainant be charged for any repair or damage caused by REDACTED's Service Animal.
8. Complainant agrees to immediately take appropriate action in the event that Apartment Complex receives legitimate complaints from neighbors or other occupants concerning the Resident's Service/Companion Animal. If three or more legitimate complaints are received, and no satisfactory action is taken, Management has the right to require that the Resident remove the Service/Companion Animal from the dwelling unit. Apartment Complex shall have the right to evict Resident if he/she fails to comply with the provisions.

Value of Settlement: \$5,400

Estimated costs --

Cleaning/Replacement of the carpets \$1,500

Mold removal \$500

Repairs to sidewalks \$3,000

Replace linoleum \$300

\$100 to C

Total \$5,400

Natalie Burnham