

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 11-12-63416

HUD# 07-13-0139-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

COMPLAINANTS

CAROL AND LAWRENCE CROSS

REDACTED

REDACTED

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties:

Complainants alleged Respondents discriminated against them by requiring Complainants to remove their enclosed porch by November 15, 2012, resulting in different terms and conditions of rental based on disability. Respondents own or manage the subject property, a REDACTED -unit mobile home park, located at REDACTED.

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

Acknowledgment of Fair Housing Law

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainants or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.

2. Respondents 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. Respondent acknowledges Federal and State Fair Housing Laws make it unlawful to discriminate against another person in the terms, conditions, or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of a disability.  
42 U.S.C. 3604(f)(2)(a) and Iowa Code § 216.8A(3)(b)(1).

4. Respondents acknowledges Federal and State Fair Housing Laws make it unlawful to refuse to permit, at the expense of the person with a disability, reasonable modifications of existing premises occupied or to be occupied by the person if the modifications are necessary to afford the person full enjoyment of the premises. However, it is not discrimination for a landlord, in the case of a rental and where reasonable to do so, to condition permission for a modification on the renter's agreement to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted.  
42 U.S.C. 3604(f)(3)(a) and Iowa Code § 216.8A(3)(c)(1).

What is a reasonable modification under the Fair Housing Act?

A reasonable modification is a structural change made to existing premises, occupied or to be occupied by a person with a disability, in order to afford such person full enjoyment of the premises. Reasonable modifications can include structural changes to interiors and exteriors of dwellings and to common and public use areas. A request for a reasonable modification may be made at any time during the tenancy. The Act makes it unlawful for a housing provider or homeowners' association to refuse to allow a reasonable modification to the premises when such a modification may be necessary to afford persons with disabilities full enjoyment of the premises.

To show that a requested modification may be necessary, there must be an identifiable relationship, or nexus, between the requested modification and the individual's disability. Further, the modification

must be “reasonable.” Examples of modifications that typically are reasonable include widening doorways to make rooms more accessible for persons in wheelchairs; installing grab bars in bathrooms; lowering kitchen cabinets to a height suitable for persons in wheelchairs; adding a ramp to make a primary entrance accessible for persons in wheelchairs; or altering a walkway to provide access to a public or common use area. These examples of reasonable modifications are not exhaustive.

[http://www.hud.gov/offices/fheo/disabilities/reasonable\\_modifications\\_mar08.pdf](http://www.hud.gov/offices/fheo/disabilities/reasonable_modifications_mar08.pdf)

## Voluntary and Full Settlement

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

6. 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 Complainants that any claims asserted in their complaint are not fully meritorious.

7. 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.

8. 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

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

## Release

10. 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

11. 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

12. Complainants have indicated a desire to sell their trailer, located in lot 2, to a qualified buyer and move. Complainants agree to follow rule #46 for REDACTED that addresses resale of mobile homes. Specifically, Complainants agree:

- a) Management inspected Complainants' mobile home on December 14, 2012 and verified it met park specifications. Complainants can sell their trailer to a qualified buyer in its present condition.
- b) Respondents agree Complainants can place a "for sale" sign in their window or their lot.
- c) The prospective buyer will complete an application for tenancy at the same time or before Complainants make a request to Respondents for Resale Authorization Approval.
- d) The sale of the mobile home will not be finalized until Respondents first issue Resale Authorization Approval and the buyer's application for site rental has been accepted (after Respondents

verify their credit, rental history and income). In addition, prior to finalizing the sale the buyers will agree to follow the rental agreement and the Respondents' rules and regulations.

13. The parties agree that Complainants are welcome to remain tenants at REDACTED. The parties agree to treat each other with respect. Respondents agree all tenant rules, regulations and lease agreements will be enforced fairly and without harassment, discrimination or retaliation. Complainants agree to follow the terms of their lease agreement and all of Respondents' rules and regulations. Respondents agree they will not discipline or evict Complainants for REDACTED alleged assault of REDACTED on November 25, 2012.

In the future, if Complainants do not abide by REDACTED rules and regulations, Respondents retain the right to pursue all remedies available under Iowa laws. Respondents agree they will not provide any negative information or communicate any issue or concern regarding Complainants' filing of this complaint. Complainants agree they will speak neutrally about Respondents.

#### New Policy

14. 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 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.

(Signatures on the following page (page 6))

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<b>REDACTED</b> , RESPONDENT	Date
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REDACTED, RESPONDENT

Date

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REDACTED, RESPONDENT

Date

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Lawrence Cross, COMPLAINANT

Date

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Carol Cross, COMPLAINANT

Date

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Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION

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 or the public or common use areas, please complete this form and return it to the park's Property Manager. Check all items that apply and explain fully. The Property 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 Occupant or Applicant: \_\_\_\_\_

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

Signature of Occupant 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 \_\_\_\_\_

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Property Manager \_\_\_\_\_ Date \_\_\_\_\_

Attachment 2

Request for Reasonable Accommodation

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

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

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Signature of Occupant or Prospective Occupant: \_\_\_\_\_

Name of Occupant or Prospective Occupant: \_\_\_\_\_

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

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

I, the undersigned, Property Manager of \_\_\_\_\_ :

Gave the Occupant or Prospective Occupant 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.

\_\_\_\_\_

Property 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:

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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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\_\_\_\_\_

Property Manager

Date

## Attachment 4

### Reasonable Accommodation Policy for Persons with Disabilities

If an occupant or someone associated with a occupant 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 the Property Manager. Forms to request reasonable accommodations are available from the Property Manager. If an occupant or household member has difficulty completing the form, the Property 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 Property 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 Property Manager will include an explanation in the written notification.

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

Iowa Civil Rights Commission

400 East 14th Street

Des Moines, Iowa 50319

515-281-4121 or 800-457-4416

U.S. Department of Housing and Urban Development

Office of Fair Housing & Equal Opportunity

400 State Avenue

Gateway Tower II

Kansas City, Kansas 66101

913-551-6958 or 800-743-5323