

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 09-14-66282

HUD# 07-15-0012-8

PARTIES TO THE SETTLEMENT AGREEMENT

RESPONDENTS

WILLIAMSON RESIDENCE, LLC

727 ½ 6th St.

Boone, Iowa 50036

MID-STATE PROPERTY MANAGEMENT, LLC

727 ½ 6th St.

Boone, Iowa 50036

BOB NORRIS

727 1/2/ 6th St.

Boone, Iowa 50036

COMPLAINANT

BOBBIE JOHNSON

2007 West 1st St. Apt. 2

Ankeny, Iowa 50023

and

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties: Complainant alleges Respondents failed to provide a reasonable accommodation by refusing to allow her to keep both of her assistance animals, and this resulted in different terms and conditions of rental based on disability.

The subject property is a 48-unit apartment complex located at 2003 West 1st Street, Iowa 50023, [hereinafter "The Property"]. Respondent Williamson Residence, LLC owns the Property. Respondent Mid-State Property Management, LLC manages the Property. Respondent Robert Norris [hereinafter Mr. Norris] manages the Property. Mr. Norris states Complainant informed him she had two assistance animals and he asked for a letter. Once she provided him with a letter he alleges he informed her that she could keep both animals. Additionally, he states he put a note in her file stating she had two companion animals and did not charge her any additional fees. Mr. Norris is agreeing to sign the settlement agreement to memorialize their previous verbal agreement.

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

Acknowledgment of Fair Housing Laws

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under the "Iowa Civil Rights Act of 1965" (ICRA); or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under the ICRA; or because of lawful opposition to any practice forbidden by the ICRA. Iowa Code § 216.11(2).

2. Respondents acknowledge the ICRA makes it unlawful to discriminate in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status. Iowa Code § 216.8(1)(b).

3. Respondents acknowledge the Federal Fair Housing Act (FHA) and the ICRA make it unlawful to discriminate in the sale or rental or otherwise make unavailable or deny a dwelling to a buyer or renter because of a disability. 42 U.S.C. 3604(f)(1)(a); Iowa Code § 216.8A(3)(a)(1).

4. Respondents acknowledge the Fair Housing Act (FHA) and ICRA 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 and to the extent that the accommodation does not cause undue financial or administrative burden or fundamentally alter the nature of the provider's operations.

42 U.S.C. 3604(f)(3)(b); Iowa Code § 216.8A(3)(c)(2).

5. Respondents acknowledge the FHA and ICRA 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); Iowa Code § 216.8A(3)(b)(1).

6. Respondents acknowledge their obligation under the FHA and ICRA to allow assistance animals as a reasonable accommodation when necessary to permit an individual with a disability equal opportunity to use and enjoy a dwelling. Assistance animals - defined as service animals, emotional support animals, or companion animals – are not considered pets under the FHA and ICRA and cannot, therefore, be subjected to pet fees or pet deposits.

Respondents acknowledge that allowing an assistance animal qualifies as a reasonable accommodation if the animal is needed to assist an individual with a disability as required by law. Under the FHA and ICRA, an assistance animal qualifies as a reasonable accommodation if the animal provides assistance or performs tasks for the benefit of the individual with a disability, such as guiding visually impaired individuals, alerting hearing impaired individuals to sounds and noises, providing protection or rescue assistance, pulling a wheelchair, seeking and retrieving items, alerting individuals to impending seizures, and providing emotional support to persons who have a disability and a need for such support.

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

Respondents acknowledge they will consider each tenant or prospective tenant's situation and accommodation request individually to determine if the requested accommodation is reasonable. The parties acknowledge that if the disability is not known or obvious, Respondents may make a reasonable inquiry and request documentation from a health care provider that verifies the tenant/prospective tenant's disability, without seeking or collecting information regarding the nature of the disability. In addition, Respondents may make reasonable inquiry and request documentation from a health care provider that verifies the tenant or prospective tenant's need for the accommodation, i.e., the relationship between the person's disability and the need for the requested accommodation.

Respondents acknowledge a housing provider can deny a request for a reasonable accommodation if it would impose an "undue financial and administrative burden" or it would "fundamentally alter the nature of the provider's operations." "The determination of undue financial and administrative burden must be made on a case-by-case basis involving various factors, such as the cost of the requested accommodation, the financial resources of the provider, the benefits that the accommodation would provide to the requester, and the availability of alternative accommodations that would effectively meet the requester's disability-related needs." Joint Statement of the Department of Housing and Urban Development and the Department of Justice: Reasonable Accommodations under the Fair Housing Act, May 17, 2004.

Voluntary and Full Settlement

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

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

9. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may, at a time and place agreeable to both the

Respondents and the Commission examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner, upon reasonable notice to the Respondents, by the Commission.

Disclosure

10. Because, pursuant to Iowa Code §216.15A(2)(d), the Commission has not determined that disclosure is not necessary to further the purposes of the ICRA relating to unfair or discriminatory practices in housing or real estate, this Agreement is a public record and subject to public disclosure in accordance with Iowa's Public Records Law, Iowa Code Chapter 22. See Iowa Code §22.13.

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, 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.

Relief for Complainant

12. Respondents agree that both Complainant's cat and dog are assistance animals. Respondents agree to allow Complainant to keep both animals as assistance animals and no fee will be charged.

All required documentation of compliance must be submitted to:

Don Grove, Supervisor of Housing Investigations

Grimes State Office Building

400 East 14th Street,

Des Moines, Iowa 50319

