

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 11-15-68183
HUD# 07-16-0118-8

PARTIES TO THE SETTLEMENT AGREEMENT

RESPONDENTS

TODD NORDMEYER
Cambridge Court
1225 11th Street - Office
West Des Moines, Iowa 50265

HAYLOFT PROPERTY MANAGEMENT
27124 Grummand Avenue
Tea, South Dakota 57064

HAIGHT AND ASSOCIATES/ DES MOINES L.P.
CT Corporation System, Registered Agent
400 East Court Avenue Suite 110
Des Moines, Iowa 50309

STEPHEN AND ROBERT HAIGHT
Haight and Associates/Des Moines, L. P.
CT Corporation System, Registered Agent
400 East Court Avenue Suite 110
Des Moines, Iowa 50309

COMPLAINANTS

SABRINA AND DOUGLAS KEIGHTLY
1215 11th Street Apartment 310
West Des Moines, Iowa 50265

and

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

Description of the Parties:

Complainants allege Respondents' rules to acquire assistance animals are so unreasonable that they, in effect, unreasonably delayed approval of the reasonable accommodations or denied their right to reasonable accommodations based on disability. Respondents own or manage the subject property, a 192-unit apartment building, located at 1215 11th Street, West Des Moines, Iowa 50659.

Terms of Settlement:

A complaint having been filed by Complainants 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 Complainants 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 sell, rent, lease, assign, sublease, refuse to negotiate, or to otherwise make unavailable, or deny any real property or housing accommodation or part, portion, or interest therein, to any person because of the race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status of such person.
Iowa Code § 216.8(1)(a).

Respondents acknowledge the Fair Housing Act (FHA) makes it unlawful to sell, rent, lease, assign, sublease, refuse to negotiate, or to otherwise make unavailable, or deny any real property or housing accommodation or part, portion, or interest therein, to any person because of the of race, color, religion, sex, familial status, or national origin.
42 U.S.C. 3604(f)(1)(a) (§ 804(f)(1) of the Fair Housing Act).

3. Respondents acknowledge the 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) (§ 804(f)(3)(b) of the Fair Housing Act); Iowa Code § 216.8A(3)(c)(2).

4. 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) (§ 804(f)(2)(a) of the Fair Housing Act); Iowa Code § 216.8A(3)(b)(1).
5. 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 are often referred to as service animals, emotional support animals, therapy animals, companion animals, or support animals. Under the FHA and ICRA, an assistance animal is “not a pet. It is an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance animals perform many disability-related functions, including but not limited to, guiding individuals who are blind or have low vision, alerting individuals who are deaf or hard of hearing to sounds, providing protection or rescue assistance, pulling a wheelchair, fetching items, alerting persons to impending seizures, or providing emotional support to persons with disabilities who have a disability-related need for such support.” *Service Animals and Assistance Animals for People with Disabilities in Housing and HUD-Funded Programs*, U.S. Department of Housing and Urban Development, FHEO Notice: FHEO-2013-01, April 25, 2013, at 2.

After receiving a request, housing providers must consider the following:

- (1) Does the person seeking to use and live with the animal have a disability (a physical or mental impairment that substantially limits one or more major life activities)?
- (2) Does the person making the request have a disability-related need for an assistance animal? (afford a person with disabilities an equal opportunity to use or enjoy the dwelling).

A request for accommodation can be denied if the accommodation would impose an undue financial and administrative burden or if it would fundamentally alter the essential nature of the housing provider's services. “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, at 7.

“The request may also be denied if: (1) the specific assistance animal in question poses a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation, or (2) the specific assistance animal in question would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation. Breed, size, and weight limitations may not be applied to an assistance animal. A determination that an assistance animal poses a direct threat of harm to others or would cause substantial physical damage to the property of others must be based on an individualized assessment that relies on objective evidence about the specific animal's actual conduct — not on mere speculation or fear about the types of harm or damage an animal may cause and not on evidence about harm or damage that other animals have caused. Conditions and restrictions that housing providers apply to pets may not be applied to assistance animals.” FHEO-2013-01 *at* 3.

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.

Assistance animals cannot be subjected to monthly pet fees since they are not considered pets under the FHA and ICRA. Housing providers 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 Complainants that any claims asserted in their 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. 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. 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, 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 Todd Nordmeyer 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 and implement policies, procedures and forms for such requests. 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, within ten (10) days of completing the training.

Modified New Policy and Practice

13. For all residential rental properties owned and managed, in the state of Iowa, now and in the future, Respondents agree, within thirty (30) days of the execution of this Settlement Agreement, to modify their existing Reasonable Accommodation/Modification Request Verification form and Companion or Service Animal Addendum to Lease to comply with the requirements of the FHA and ICRA.

Respondents agree within thirty (30) days of the execution of this Agreement to send copies of their modified Reasonable Accommodation/Modification Request Verification form and Companion or Service Animal Addendum to the Commission for review and approval.

Relief for Complainants

14. Respondents agree, on December 15, 2015, Complainant Sabrina Keightley's health care provider provided Respondents documentation establishing her disability-related need that her assistance animal be a puppy. As a result, Respondents have agreed to waive rule #3 in their Companion or Service Animal Addendum to Lease that states, "Animal must be at least one (1) year old."

Respondents agree to grant Complainant Sabrina Keightley's reasonable accommodation request and allow her assistance animal Stormy to live with Complainants at the subject dwelling after Complainants have met the following conditions for approval. These conditions are contingent upon all the parties executing this Agreement and returning it to the Commission on or before January 8, 2016 and the Commission subsequently issuing a Closing Letter for said complaint.

On December 16, 2015, Complainant Sabrina Keightley signed and returned to the Cambridge Court office Respondents' modified Companion or Service Animal Addendum to Lease. On December 16, 2015, Complainant's veterinarian faxed documentation to the office documenting the breed, and age of their assistance animal, that it has been neutered and received all age appropriate shots to date. Upon receipt and approval by Respondents' attorney the assistance animal will be approved to live with Complainants immediately on an interim basis until issuance of the Closing Letter by the Commission finalizes Respondents' granting of this reasonable accommodation request.

Within ten (10) days of receiving a Closing Letter from the Commission, Respondents agree to send to both Complainant and the Commission a fully executed copy of the Companion or Service Animal Addendum to Lease with a copy of a letter, stating documentation has been placed in Complainants' tenant file verifying Respondents have granted her reasonable accommodation request and allowed her assistance animal to live with Complainants at the subject dwelling.

Complainants agree that they will provide Respondents documentation from their veterinarian verifying the completion of all required vaccinations, most specifically rabies shot and all renewal vaccinations shot within ten days of the required vaccination date. In addition, prior to January 30th of each year, Complainants will provide proof that the assistance animal has been licensed with the City of West Des Moines, Iowa.

15. Respondents agree all tenant rules, regulations, and lease agreements including the Companion or Service Animal Addendum to Lease will be enforced fairly and without harassment, discrimination, or retaliation. Respondents agree they will not charge Complainants any legal fees, attorney's fees, or pet fees related to the filing of this complaint. Nor will Respondents issue any fines or any other fees to Complainants

related to allegations of non-compliance for alleged incidents that transpired prior to the signing of this Agreement.

Complainants agree to follow Respondents' rules and regulations, as well as the terms of their lease agreement. Complainants agree they are solely responsible for the conduct of their assistance animal.

Reporting and Record-Keeping

16. Respondents shall forward to the Commission objective evidence of the successful completion of fair housing training in the form of a Certificate of Completion from the training provider within ten (10) days of the completion of the training, as evidence of compliance with Term 12 of this Agreement.
17. Within thirty (30) days of the execution of this Agreement, Respondents shall submit a written report to the Commission detailing that Respondents have modified their Reasonable Accommodation/Modification Request Verification form, and Companion or Service Animal Addendum to Lease to comply with the requirements of the FHA and ICRA, as evidence of compliance with Term 13 of this Agreement.
18. Within ten (10) days of receiving a Closing Letter from the Commission, Respondents agree to send to both Complainant and the Commission a fully executed copy of the Companion or Service Animal Addendum to Lease with a copy of a letter, stating documentation has been placed in Complainants' tenant file verifying Respondents have granted her reasonable accommodation request and allowed her assistance animal to live with Complainants at the subject dwelling, as evidence of compliance with Term 14 of this Agreement.

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

Signatures on the Following Page (Page 8)

Todd Nordmeyer, RESPONDENT

Date

Hayloft Property Management, RESPONDENT

Date

Haight and Associates/Des Moines L.P., RESPONDENT

Date

Stephen Haight, RESPONDENT

Date

Roberta Haight, RESPONDENT

Date

Sabrina Keightley, COMPLAINANT

Date

Douglas Keightley, COMPLAINANT

Date

Kristin H. Johnson, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date