

SETTLEMENT AGREEMENT

CP# 07-13-64442
HUD# 07-13-0660-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

MYRTLE GROVE HOUSING, INC.

711 South Gilbert Street, Suite 1
Iowa City, Iowa 52240

HODGE CONSTRUCTION COMPANY

711 South Gilbert Street, Suite 1
Iowa City, Iowa 52240

JODY GUNDER

Hodge Construction Company
711 South Gilbert Street, Suite 1
Iowa City, Iowa 52240

WENDY FOWLER

Hodge Construction Company
711 South Gilbert Street, Suite 1
Iowa City, Iowa 52240

COMPLAINANT

AUTUMN MAHER

137 Hawkeye Court
Iowa City, Iowa 52246

and

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street
Des Moines, Iowa 50319

Description of the Parties: Complainant alleged Respondents failed to provide a reasonable accommodation by refusing to waive their “no dogs” policy for an assistance animal (companion dog) 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 45-unit apartment complex, located at 203 Myrtle Avenue, Iowa City, Iowa 52246.

A complaint having been filed by Complainant against Respondents with the Commission under Iowa Code Chapter 216 and there having been a preliminary inquiry and probable cause finding, the parties do hereby agree and settle the above-captioned matter in the following 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 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. 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 – categorized as either 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, 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 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. 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. 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 Jodi Gunder, Wendy Fowler, and each of Respondents' 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, 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 or forms substantially equivalent:

- 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. Respondent Myrtle Grove Housing, Inc. agrees 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, Respondent 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, Respondent 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, Respondent 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. Within ten days (10) days of receiving a Closing Letter from the Commission, Respondents agree to pay Complainant \$16,000, without any deductions.

Respondents agree to send the check to Complainant at the address listed on page one. Respondents also agree to send a copy of the settlement check to the Commission within seven (7) days of issuing the check.

Reporting and Record Keeping

16. Respondent shall forward to the Commission objective evidence of the successful completion of training, in the form of a Certificate or a letter from the entity conducting the training, 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 Settlement Agreement, Respondents shall submit a written report to the Commission, as objective

evidence that Respondents have adopted and implemented specific, uniform, and objective written standards, procedures and said forms for receiving and handling requests made by people with disabilities for reasonable accommodation, as evidence of compliance with Term 13 of this Agreement.

18. Within ninety (90) days of the execution of this Settlement Agreement, Respondents shall submit a written report to the Commission, as objective evidence that Respondent Myrtle Grove Housing, Inc. has reviewed 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., as evidence of compliance with Term 14 of this Agreement.
19. For a period of two (2) years after the execution of this agreement, Respondents agree to provide notice to the Commission of all accommodations requests received and Respondents' responses to those requests. Respondents agree to provide this information in two annual reports, sent one year and two years, respectively, after the execution of this agreement.
20. Respondents agree to send a copy of the settlement check to the Commission within seven (7) days of issuing the check as evidence of compliance with Term 15 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)

Myrtle Grove Housing, Inc.
Myrtle Grove Housing, Inc., RESPONDENT
Date 3/25/14

Hodge Construction, Inc.
Hodge Construction, RESPONDENT
Date 3/25/14

Jodi Gunder
Jodi Gunder, RESPONDENT
Date 3-25-14

Wendy Fowler
Wendy Fowler, RESPONDENT
Date 3-25-14

Autumn Maher, COMPLAINANT
Date

Beth Townsend, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION
Date

Myrtle Grove Housing, Inc.
RESPONDENT

Date

Hodge Construction, RESPONDENT

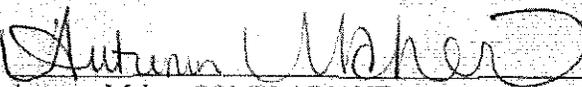
Date

Jodi Gunder, RESPONDENT

Date

Wendy Fowler, RESPONDENT

Date


Autumn Maher, COMPLAINANT

4/2/14
Date

Beth Townsend, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date

Myrtle Grove Housing, Inc.
RESPONDENT

Date

Hodge Construction, RESPONDENT

Date

Jodi Gunder, RESPONDENT

Date

Wendy Fowler, RESPONDENT

Date

Autumn Maher, COMPLAINANT

Date



Beth Townsend, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date

4-2-14