

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 12-13-65185

HUD# 07-14-0170-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

PLUS, INC.

1808 Jackson Avenue

Spirit Lake, IA 51360

ECHO PLUS

1808 Jackson Avenue

Spirit Lake, IA 51360

AMANDA BREWER

Echo Plus

1808 Jackson Avenue

Spirit Lake, IA 51360

COMPLAINANT

KARLA LOWE

and

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties:

Complainant alleged Respondents discriminated against her by refusing to rent to her because they don't want to rent to a person with a disability who requires an assistance animal. Respondents own or manage the subject property, a 7-unit apartment complex, located at 1008 19th Street, Spirit Lake, Iowa 51360.

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. Respondent acknowledges that the Federal Fair Housing Laws Act, as amended, makes it unlawful to discriminate in the sale or rental or otherwise make unavailable or deny a dwelling to a buyer or renter person because of disability. 42 U.S.C. 3604(f)(1)(A).

Respondents also acknowledge that the Iowa Civil Rights Act, as amended, makes it unlawful to discriminate in the sale or rental or otherwise make unavailable or deny a dwelling to a buyer or renter

makes it unlawful to discriminate in the sale or rental or otherwise make unavailable or deny a dwelling to a buyer or renter person because of disability.

Iowa Code § 216.8A(3)(a)(1).

2. 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

3. 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.

4. 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.

5. 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.

6. 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

7. 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

8. 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.

Fair Housing Training

9. Respondents agree each of their 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.

Relief for Complainant

10. Within seven days (7) days of receiving a Closing Letter from the Commission, Respondents agree to pay Complainant \$400, without any deductions. Respondents agree the check will be made

out to Complainant and will be mailed to Natalie Burnham at the Iowa Civil Rights Commission at the address listed on page one.

Reporting and Record Keeping

11. Respondents shall forward to the Commission objective evidence of the successful completion of fair housing training, in the form of a Certificate or a letter from the entity conducting the training, within ten (10) days of receipt of the Certificate or letter from such entity, but no later than ten (10) days after the completion of the training, as evidence of compliance with Term 10 of this

Agreement.

12. Within seven days (7) days of receiving a Closing Letter from the Commission, Respondents agree to send the settlement check to the Commission as evidence of compliance with Term 10 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

Plus, Inc., RESPONDENT

Date

Echo Plus, RESPONDENT

Date

Karla Lowe, COMPLAINANT

Date

Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION