

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 06-15-67479
HUD# 07-15-0474-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

JANICE ZATLOUKAL
Pleasant Acres
3640 Indian Hills Drive - Office
Sioux City, Iowa 51104

SELDIN COMPANY
16910 Frances Street, Suite 200
Omaha, Nebraska 68130

PHEASANT ACRES APARTMENTS, INC.
c/o Seldin Company
16910 Frances Street, Suite 200
Omaha, Nebraska 68130

COMPLAINANT

KAREN VAN ASSELT
3640 Indian Hills Drive, Apartment 111
Sioux City, Iowa 51104

and

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

Description of the Parties:

Complainant alleged Respondents refused to allow her to have a pet, when other residents without disabilities were allowed to have pets. Complainant claims such refusal has resulted in different terms, conditions, or privileges of rental based on disability. Respondents own or manage the subject property, a 335-unit apartment complex located at 3640 Indian Hills Drive, Apt. 111, Sioux City, Iowa 51104.

A complaint having been filed by Complainant 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 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).

Respondents acknowledge the Fair Housing Act (FHA) makes it unlawful to discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, sex, familial status, or national origin. 42 U.S.C. 3604(b) (§ 804(b) of the Fair Housing Act).

3. 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).
4. 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, therapy 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

5. 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.
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 Complainant that any claims asserted in her 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. Because, pursuant to Iowa Code § 216.15A(2)(d), 42 U.S.C. 3610(b)(4), and 24 CFR 103.330(b), 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

10. 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

11. Respondents agree Janice Zatloukal 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 laws regarding how to handle requests for reasonable accommodations and reasonable modifications from individuals with disabilities. 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 Assistance Animal Policy

12. Respondents will modify their “Assistive Animal Policy” and going forth refer to it as their “Assistance Animal Policy,” and replace the term “assistive animal” with “assistance animal” throughout their policy. The first sentence in the policy will be replaced with the following language:

“Assistance animals (service animals, emotional support animals, therapy animals, companion animals, assistive animals, or support animals) are animals that assist people with disabilities in activities related to independent living.”

In the “Request for a Reasonable Accommodation” section of the policy, the first sentence in the second paragraph will be replaced with the following language:

“If the tenant/prospective tenant’s disability is not obvious, the tenant/prospective tenant must complete management’s Reasonable Accommodation Request Form and provide written verification from their health care provider that they have a disability and the accommodation is necessary to give the person equal opportunity to use and enjoy their unit and the property.”

In the “Assistance Animal Rules and Guidelines” section, guideline two will be replaced with the following language:

“Management may enter a unit without consent of the tenant in case of emergency (i.e. an assistance animal is creating a disturbance and the tenant cannot be located) in a manner consistent with Iowa’s Uniform Residential Landlord and Tenant Law §562A.19.”

Guideline eight will be replaced with the following language:

“Any damage caused by an assistance animal shall be repaired by the tenant at his/her own expense, and should the tenant fail or refuse to make such repairs within a reasonable time, after the occurrence of such damage, the landlord may at his/her option make such repairs, and charge the cost thereof to the tenant, and the tenant shall thereupon reimburse the landlord for the total cost of the damages so caused.”

“Tenants must agree to control the noise of assistance animals so that such noise does not constitute a nuisance to other tenants or interrupt their peaceful enjoyment of their housing unit or premises. This includes, but is not limited to, loud or continuous barking, howling, whining, biting, scratching or other such activities.”

Within thirty (30) days of the execution of this Settlement Agreement, Respondents shall submit a written report to the Commission with copies of Respondents’ modified Assistance Animal policy, reasonable accommodation request form, and reasonable modification request form.

Relief for Complainant

13. Respondents agree Dr. Kurt Rosenkrans sent medical documentation to Respondents dated May 18, 2015, verifying Complainant's need for an assistance animal. Respondents agree to grant Complainant's reasonable accommodation request and allow her assistance animal to live with her at the subject dwelling.

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

Complainant agrees she is solely responsible for the conduct of her assistance animal and agrees to follow all of Respondents' rules, policies and her lease agreement. Complainant will provide proof from a licensed veterinarian that vaccinations for her assistance animal are current, and that her assistance animal has been issued a 2015 Pet License from the city of Sioux City, Iowa. Respondents agree all tenant rules, regulations and lease agreements will be enforced fairly and without harassment, discrimination or retaliation.

Reporting and Record-Keeping

14. Within ten (10) days of completing the fair housing training, Respondents shall forward to the Commission objective evidence that the training has been completed, as evidence of compliance with Term 11 of this Agreement.
15. Within thirty (30) days of the execution of this Settlement Agreement, Respondents shall submit a written report to the Commission with copies of Respondents' modified Assistance Animal policy, reasonable accommodation request form, and reasonable modification request form, as evidence of compliance with Term 12 of this Agreement.
16. Within ten (10) days of receiving a Closing Letter from the Commission, Respondent agrees to send a letter to both Complainant and the Commission, stating documentation has been placed in Complainant's tenant file verifying Respondent has granted her reasonable accommodation request and allowed her assistance animal to live with her at the subject dwelling, as evidence of compliance with Term 13 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

Janice Zatloukal, RESPONDENT

Date

Seldin Company, RESPONDENT

Date

Pheasant Acres Apartments, Inc., RESPONDENT

Date

Karen Van Asselt, COMPLAINANT

Date

Kristin H. Johnson, EXECUTIVE DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date