

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 03-19-73313
HUD# 07-19-1457-8

PARTIES TO THE SETTLEMENT AGREEMENT

RESPONDENTS

WESTWOOD TOWNHOMES ASSOCIATION
Gulling Property Management
8304 NE 27th Avenue
Altoona, IA 50009

BENCHMARK REAL ESTATE GROUP
950 Office Park Road Suite 300
West Des Moines, Iowa 50265

ROSEMARIE WASKEL
Benchmark Real Estate Group
950 Office Park Road Suite 300
West Des Moines, Iowa 50265

COMPLAINANT

TIMOTHY WALTER
807 NW Greenwood Street Unit 28
Ankeny, Iowa 50023

and

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

Description of the Parties: Complainant alleges discrimination in the area of housing on the basis of disability. Complainant alleges he is a person with a disability, who requires the use of an accessible or reserved parking space close to his dwelling due to his disability. Complainant alleges Respondents' refusal to designate an accessible or a reserved parking space for him constitutes a failure to make a reasonable accommodation, which has resulted in different terms, conditions or privileges of rental, based on disability. Respondents deny having discriminated against Complainant, but agree to settle this claim in the underlying action by entering into this Predetermination Settlement Agreement. The subject property is townhouse community, known as Westwood Townhomes, located at 807 NW Greenwood Street, Unit 28, Ankeny, Iowa 50023.

Terms of Settlement: 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).

Respondents acknowledge that the Federal Fair Housing Act, as amended, 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 therewith, because of the person’s race, color, religion, sex, disability, familial status, national origin, or disability.
42 U.S.C. 3604(b), 3604(f)(2) §.

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

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

- a) Does the person seeking a reasonable accommodation have a disability (a physical or mental impairment that substantially limits one or more major life activities)?
- b) Does the person making the request have a disability-related need for a reserved parking space? (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.

Respondents acknowledge they will consider each resident or prospective resident'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 resident/prospective resident'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 resident or prospective resident's need for the accommodation.

Voluntary and Full Settlement

4. 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.
5. 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 his complaint are not fully meritorious.
6. 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.
7. 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

8. 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

9. 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

10. Respondents agree each of Gulling Property Management's and Benchmark Real Estate Group's current employees or agents who are presently, or may in the future be, involved in the management or operation of residential housing 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 include an overview of fair housing laws, 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

11. Respondents agree, within thirty (30) days of the execution of this Agreement, to adopt and implement specific, uniform, and objective written standards and procedures for receiving and handling requests for assigned or designated parking by residents or prospective residents with disabilities as requests for reasonable accommodation. These standards and procedures shall comply with the requirements of the ICRA and FHA.

As part of their new standards and procedures, Respondents shall use the following forms or forms substantially equivalent:

- Fact Sheet- Parking for Persons with Disabilities and Fair Housing
- Reasonable Accommodation Policy (Attachment 1)
- Parking for Persons with Disabilities Staff Guidelines Policy (Attachment 2)
- Parking Request Form (For written requests) (Attachment 3)
- Request Form (for requests taken by telephone) (Attachment 4)
- Decision Form (Attachment 5)

Respondents also agree to send documentation to the Commission, verifying new standards and procedures have been adopted, within 30 days of receiving a closing letter from the Commission.

Relief for Complainant

12. Within seven days of receiving a Closing Letter from the Commission, Respondent Westwood Townhomes Association agrees to pay Complainant One Hundred Dollars (\$100.00) without any deductions. Respondent agrees the Settlement Check will be made out to Timothy Walter and mailed to him via certified mail to 807 NW Greenwood Street, Unit 28, Ankeny, Iowa 50023.

Within seven days of receiving a Closing Letter from the Commission, Respondent Benchmark Real Estate Group agrees to pay Complainant Three Hundred Dollars (\$300.00) without any deductions. Respondent agrees the Settlement Check will be made out to Timothy Walter and mailed to him via certified mail to 807 NW Greenwood Street, Unit 28, Ankeny, Iowa 50023.

Within seven days of receiving a Closing Letter from the Commission, Respondents agree to send a copy of the Settlement Check to the Commission.

13. Complainant's exclusive use. Respondents agree they will install new signage designating the space as Complainant's reserved parking space, within thirty days of receiving a written request from Complainant or as soon as the ground temperature is warm enough to install signage, whichever is later. Request Form (Attachments 3 and 4 attached) and a copy of Complainant's State of Iowa persons with disability permanent parking placard (attached).

Within ten (10) days of receiving a Closing Letter from the Commission, Respondents agree to send to both Complainant and the Commission a letter, stating documentation has been placed in Complainant's file verifying Respondents have granted his reasonable accommodation request and designated a reserved parking space for persons with disabilities signage intended for Complainant's use.

Reporting and Record-Keeping

14. 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 the completion of the training, as evidence of compliance with Term 10 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 their policies and forms, as objective evidence that Respondents have revised their policies and practices, in compliance with Term 11 of this Agreement.
16. Within seven days of receiving a Closing Letter from the Commission, Respondents agree to send a copy of the Settlement Check to the Commission, as evidence of compliance with Term 12 of this Agreement.
17. Within thirty days Respondent agrees to send the Commission a letter stating documentation has been placed in Complainant's file verifying Respondents have granted his reasonable accommodation request and designated a reserved parking space for persons with disabilities signage intended for Complainant's use, in compliance with Term 13 of this Agreement.

All required documentation of compliance must be submitted via email or U.S. Mail to:

Dean Meester
Iowa Civil Rights Commission
Grimes State Office Building
400 East 14th Street

Des Moines, Iowa 50319
dean.meester@iowa.gov
Telephone: 515-281-3001

Westwood Townhomes Association, RESPONDENT

Date

Benchmark Real Estate Group, RESPONDENT

Date

Rosemarie Waskel, RESPONDENT

Date

Timothy Walter, COMPLAINANT

Date

Linda Grathwohl, INTERIM EXECUTIVE DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date