

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 04-14-65680

HUD# 07-14-0415-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENT

DANA M. DAVIS

500 State Street

Tama, Iowa 52339

COMPLAINANT

ANGELA WILLIAMS

Commissioner

Iowa Civil Rights Commission

400 East 14th Street

Des Moines, Iowa 50319

and

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties: Complainant is a member of the Iowa Civil Rights Commission (hereinafter referred to as the Commission). As a member, Complainant has the authority to file a complaint alleging a discriminatory practice in violation of the "Iowa Civil Rights Act of 1965," Iowa Code Chapter 216. Complainant alleged Respondent failed to provide a reasonable accommodation by refusing to waive her

"no-dogs" policy for an assistance animal (service animal) and this resulted in different terms, conditions or privileges of rental, and a denial of rental housing based on disability. Respondent owns and manages the subject property, a one-bedroom apartment located above a retail store at 418 ½ State Street, Tama, Iowa 52339.

A complaint having been filed by Complainant against Respondent 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 agrees 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. Respondent acknowledges 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. Respondent acknowledges 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. Respondent acknowledges the Fair Housing Act (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); Iowa Code § 216.8A(3)(c)(2).

5. Respondent acknowledges 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. Respondent acknowledges her 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.

Respondent acknowledges 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.

Respondent acknowledges she 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, Respondent 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, Respondent 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.

Respondent acknowledges 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 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.

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. Respondent agrees the Commission may review compliance with this Agreement. And as part of such review, Respondent agrees 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, subject to performance by Respondent 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. Respondent Dana Davis agrees she will receive training on the requirements of State and Federal Fair Housing Laws within 90 days of her 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.

Respondent also agrees 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, Respondent agrees, within thirty (30) days of the execution of this Settlement Agreement, to adopt and implement specific, uniform, and objective written standards, procedures, and forms 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.

Respondent agrees, within thirty (30) days of the execution of this Settlement Agreement to send documentation to the Commission detailing Respondent's said procedures with a copy of her reasonable accommodation policy and applicable forms.

Respondent shall inform all applicants and occupants that they may request reasonable accommodations of Respondent's rules, policies, practices, and services. Prior to lease execution, if prospective residents inquire about reasonable accommodations, Respondent shall inform them of their ability to seek reasonable accommodations.

Respondent shall adopt a Reasonable Accommodation Policy for Persons with Disabilities in a form substantially equivalent to Attachment 1. Upon adopting specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodations, Respondent shall provide written notice of those standards, procedures and forms to each current and future resident who has requested an accommodation.

Respondent shall use the following forms:

- Request for Reasonable Accommodation (Attachment 2), or
- Oral requests for reasonable accommodations shall be recorded by Respondent's employees or agents using the "Request" form,

(Attachment 3)

- Approval or Denial of Reasonable Accommodation Request

(Attachment 4)

Respondent 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.

Review of Tenant Files

14. Respondent agrees to review all current tenant files to determine whether she 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. Respondent agrees to promote Fair Housing, by printing the Commission's fair housing brochure, "Fair Housing and You," and distributing the brochure to each of her rental units on or before August 15, 2014. Respondents agree to access the brochure on the Commission's website at:

https://icrc.iowa.gov/sites/files/civil_rights/publications/2013/FairHousing_English_2013.pdf

Respondent also agrees to send a statement to the Commission, on or before August 15, 2014, verifying that the brochure was, in fact, distributed to each of her tenants with the number of rental units it was distributed to.

Reporting and Record Keeping

16. Respondent 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 12 of this Agreement.

17. Within thirty (30) days of the execution of this Settlement Agreement, Respondent shall submit a written report to the Commission detailing Respondent's reasonable accommodation procedures with a copy of her reasonable accommodation policy and applicable request forms, as objective evidence that Respondent has 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, Respondent shall submit a written report to the Commission, as objective evidence that all current tenant files have been reviewed to determine whether she appropriately handled past requests for reasonable accommodations as evidence of compliance with Term 14 of this Agreement.

19. On or before August 15, 2014, Respondent will send a written statement to the Commission verifying the "Fair Housing and You," brochure has been distributed to all of her tenants, 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

Dana M. Davis, RESPONDENT

Date

Angela Williams, COMPLAINANT

Date

Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION

Attachment 1

Reasonable Accommodation Policy for Persons with Disabilities

If a tenant or someone associated with a tenant has a disability, he/she may request a reasonable accommodation. Accommodations in rules, policies, practices, or services may be made when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling.

It is preferred that all requests for reasonable accommodations be submitted in writing to the Apartment Manager. Forms to request reasonable accommodations are available in the rental or leasing office. If a tenant or household member has difficulty completing the form, the Apartment Manager will assist him/her. Oral requests for reasonable accommodations will be recorded and processed in accordance with this policy.

Within fourteen (14) days of receiving the request for reasonable accommodation, the Apartment Manager will notify the person making the request whether the request was granted or denied, or

whether additional information is needed before a decision can be made. If the request is denied, the Apartment Manager will include an explanation in the written notification.

If the request is denied, the affected tenant or household member may contact the Iowa Civil Rights Commission or the U.S. Department of Housing and Urban Development.

Iowa Civil Rights Commission

400 East 14th Street

Des Moines, Iowa 50319

515-281-4121 or 800-457-4416

U.S. Department of Housing and Urban Development

Office of Fair Housing & Equal Opportunity

400 State Avenue

Gateway Tower II

Kansas City, Kansas 66101

913-551-6958 or 800-743-5323

Attachment 2

Request for Reasonable Accommodation

If you, a member of your household, or someone associated with you has a disability, and feel that there is a need for a reasonable accommodation for that person to fully enjoy the premises or have equal opportunity to use and enjoy a dwelling unit or the public or common use areas, please complete this form and return it to your Apartment Manager. Check all items that apply and explain fully. The

Apartment Manager will assist you in completing this form, and will answer this request in writing within two weeks (or sooner if the situation requires an immediate response).

Name of Tenant or Applicant: _____

Today's Date: _____

Signature of Tenant or Applicant: _____

The person who has a disability requiring a reasonable accommodation is:

Me

A person associated or living with me

Name of person with disability: _____

Address: _____

Telephone: _____

I am requesting the following change(s) in rule, policy, or practices so that I and persons associated or living with me can live here with equal opportunity to use and enjoy the premises.

I need the following change(s):

I need this reasonable accommodation because:

Requester _____ Date _____

Apartment Manager _____ Date _____

To be completed by Applicant's health care provider if the disability-related need for the assistance animal is not readily apparent to or already known by the Landlord

Does the Applicant have a physical or mental impairment that substantially limits one or more major life activities? Yes _____ No _____

Is an assistance animal required to work, provide assistance, perform tasks or services to relieve the Applicant's physical or mental impairment, or to provide emotional support that alleviates one or more of the identified symptoms or effects of the Applicant's existing physical or mental impairment? Yes _____ No _____

If you answered "yes" please explain what disability-related assistance or emotional support the assistance animal provides to alleviate one or more of the identified symptoms or effects of an existing disability. If the disability is not obvious, housing providers may request that a health care provider verify the disability. Health care providers are not required to provide descriptive details about the disability or the specific diagnosis.

Health Care Provider

Date

Business Address of Health Care Provider:

Attachment 3

Request for Reasonable Accommodation

[To be completed by Apartment Manager if Requester cannot or will not complete written form.]

On _____, the undersigned Tenant or Applicant orally requested a reasonable accommodation. He/she requested the following change(s) in rule, policy or practices:

Signature of Tenant or Applicant: _____

Name of Tenant or Applicant: _____

Address: _____

Date: _____

I, the undersigned, Apartment Manager of _____ Apartments:

☐ Gave the Tenant or Applicant the form, "Request for Reasonable Accommodation" and offered to assist in completing the form.

Granted the request.

Explained the request could not be evaluated until the following additional information is provided.

Apartment Manager

Date

Attachment 4

Approval or Denial of Reasonable Accommodation Request

Dear: _____

Address: _____

On _____, you requested the following reasonable accommodation:

We have reviewed your request and we have decided:

To approve your request. We will make the following change(s) in rule, policy or practices:

Date change(s) will be made: _____

To deny your request. We denied your request because:

In making this denial decision, we relied on information provided by the following people or documents:

To seek further information from you about your request. We cannot approve or deny your request without additional information or documentation. Please provide:

Apartment Manager

Date