

BY WEBSTER

Section 1. Section 216.8B, Code 2024, is amended to read as follows:

216.8B Assistance animals and service animals in housing —~~penalty.~~

1. For purposes of this section, unless the context otherwise requires:

a. "Assistance animal" means an animal that qualifies as a reasonable accommodation under the federal Fair Housing Act, 42 U.S.C. §3601 et seq., as amended, or section 504 of the federal Rehabilitation Act of 1973, 29 U.S.C. §794, as amended.

b. "Service animal" means a dog or miniature horse as set forth in the implementing regulations of Tit. II and Tit. III of the federal Americans with Disabilities Act of 1990, 42 U.S.C. §12101 et seq.

2. ~~A landlord shall waive lease restrictions and additional payments normally required for pets on the keeping of animals for the assistance animal or service animal of a person with a disability.~~ A person with a disability and a disability-related need for an assistance animal or service animal may request from a landlord to keep an assistance animal or service animal as a reasonable accommodation in housing. Following a request for accommodation, the landlord shall evaluate and respond to the request within a reasonable amount of time.

3. ~~A renter is liable for damage done to any dwelling by an assistance animal or service animal. If a person's disability or disability-related need for an assistance animal or service animal is not readily apparent, the landlord may request supporting information that reasonably supports the person's need for the particular assistance animal or service animal being requested. Supporting information may include documentation identified in section 216.8C, subsection 1.~~

4. ~~A person who knowingly denies or interferes with the right of a person with a disability under this section is, upon conviction, guilty of a simple misdemeanor. An assistance animal or service animal registration of any kind, including but not limited to an identification card, patch, certificate, or similar registration obtained electronically or in person, is not sufficient information to reliably establish that the person has a disability or disability-related need for an assistance animal or service animal.~~

5. If a person requests to keep more than one assistance animal or service animal, the landlord may request information for each assistance animal or service animal pursuant to section 216.8C, subsection 1.

6. Unless otherwise prohibited by state or federal law, rule, or regulation, a landlord:

a. Shall not request information under this section that discloses a diagnosis or severity of a person's disability or any medical records relating to the disability, but a person with a disability or legal guardian may voluntarily disclose such information or medical records to the landlord at the person with the disability or legal guardian's discretion.

b. Shall make reasonable accommodations in the landlord's rules, policies, practices, and services normally required for pets, for the assistance animal or service animal of a person with a disability when the accommodations are necessary to afford the person equal opportunity to use and enjoy a dwelling.

c. May deny a request for an accommodation for an assistance animal or service animal if any of the following are true:

(1) Providing the accommodation would impose an undue financial and administrative hardship **on either a subsidized or unsubsidized landlord.**

(To put this into proper context, this bill must mention the distinction between the financial obligations of the unsubsidized and the subsidized landlord. The latter distinction involves property rights and accordingly, to be in compliance with the 5th and 14th amendments to the US Constitution and leave no doubt about intent, this legislation should mention the distinction of the subsidized (Section 504 properties and more) and the unsubsidized landlord—BOTH IN THE MATTER OF REASONABLE ACCOMMODATIONS AND REASONABLE MODIFICATIONS

For example, in the matter of Reasonable Accommodations, Lakeview Homes LLC (a very, very small landlord with 35 rental units) who has been engaged in a three year and with continuances is now slated to be a 5-year battle in District Court over the matter of what

is REASONABLE for a small, unsubsidized landlord whose age 55+, low income, no asset tenants request the waiving an animal deposit as a reasonable accommodation for someone with an emotional support animal. Lakeview accepts animals in all of its rentals, provided that a fully refundable animal deposit equivalent to a month's rent secures the rental against animal damage. (Lakeview can demonstrate a long and significant history of animal damage in its rentals). The FHAA also states that it is the responsibility of the animal owner to pay for damage done by their animal. The Fair Housing Act Amendments (FHAA) also states that a landlord is not required to grant a request if the request would create an undue financial and administrative burden. For any private, non-subsidized, age 55+ landlord with tenants who are low income with little or no assets, the request to waive an animal deposit clearly creates on its face, and undue financial and administrative burden that literally in contravention of the law, shifts the cost of repairing the animal damage on to the private landlord because both pension and social security incomes are protected from garnishment by ERISA and SSR 79-4. Therefore, if the landlord does not get an animal deposit up front, there will be no recourse on the back end for animal damage—THE LATTER IS NOT REASONABLE NOR IN ACCORDANCE WITH THE PROVISIONS OF THE FHAA. As obvious as this unreasonable circumstance is on its face, it was not recognized as such and the valuable resources of the Court as well as the private landlord are being wasted because of the current loosely-worded Section 216.8B(2).

(2) Providing the accommodation would fundamentally alter the nature of the landlord's operations.

(3) The assistance animal or service animal would do any of the following:

(a) Pose a direct threat to the safety or health of others that cannot be reduced or eliminated by a reasonable accommodation.

(b) Cause substantial physical damage to the property of others that cannot be reduced or eliminated by a reasonable accommodation.

(4) Providing the accommodation is not otherwise reasonable.

d. May require proof of compliance with state and local licensure and vaccination requirements for each assistance animal or service animal.

e. Shall provide a written determination regarding the person's request for an assistance animal or service animal.,

7. A tenant with a disability and a disability-related need for an assistance animal or service animal shall:

a. Upon receipt of a request for documentation consistent with this section, provide the landlord with the documentation requested for a determination on the accommodation request.

b. Be liable for any damage done to the leased premises, the landlord's property, any other person's property, or to another person on the leased premises, the landlord's property, any other person's property by the tenant's assistance animal or service animal and any applicable remedies available pursuant to chapter 562A or chapter 562B.

8. This section does not limit the means by which a person with a disability may demonstrate, pursuant to state or federal law, that the person has a disability or that the person has a disability-related need for an assistance animal or service animal.

9. This section shall not be construed to restrict existing federal law related to a person's right to a reasonable accommodation and equal access to housing, including but not limited to the federal Fair Housing Act.

Sec. 2. Section 216.8C, Code 2024, is amended by striking the section and inserting in lieu thereof the following:

216.8C Finding of disability and need for an assistance animal or service animal in housing.

1. Upon a request for documentation pursuant to section 216.8B, subsection 3, a licensee under chapter 148, 148C, 152, 154B, 154C, or 154D shall make a written finding that includes all of the following:

a. Whether the patient or client has a disability.

b. Whether the patient has a disability-related need for an assistance animal or service animal.

c. The particular assistance provided by the assistance animal or service animal, if any, WHY ARE THE WORDS, "IF ANY" THIS INCLUDED HERE?

d. The nexus between the disability and the specific requested accommodation must be stated BY THE LICENSEE. (A 2023 Iowa supreme Court case *Klossner v IADU Tablemound MHP, LLC*, the court held that a landlord's obligation under the Fair Housing Amendments Act (FHAA) to make reasonable accommodations only includes those that directly ameliorate disabilities and does not include an obligation to accommodate a tenant's lack of money. <https://www.networkforphl.org/resources/klossner-v-iadu-table-mound-mhp-llc/> "To show that a requested accommodation may be necessary, there must be an identifiable relationship, or nexus, between the requested accommodation and the individual's disability." Joint Statement of the Department of Housing and Urban Development and The Department of Justice, *Reasonable Accommodations Under the Fair Housing Act* 6 (May 17, 2004) **Additionally, there is other case law that reinforces this important aspect of reasonable accommodations:** . In *Salute v. Stratford Greens Garden Apartments*, 136 F.3d 293 (2d Cir. 1998), . . . The court concluded that the tenants in *Salute* sought an accommodation to remedy economic discrimination "that is practiced without regard to handicap," and that the accommodation sought was not "necessary" to afford handicapped persons an "equal opportunity" to use and enjoy a dwelling. *Id.* at 302. The court emphasized that the FHAA "does not elevate the rights of the handicapped poor over the non-handicapped poor," and that "economic discrimination" is "not cognizable as a failure to make a reasonable accommodation" under the FHAA. In *Hemisphere Building Co. v. Village of Richton Park*, 171 F.3d 437 (7th Cir. 1999), . . . [the court ruled that] [t]he statute did not call for these results, the court explained, because the duty of "reasonable accommodation" is limited to modifying rules or policies that hurt handicapped people by reason of their handicap, rather than by virtue of circumstances that they share with others, such as limited economic means."

e. Certification whether the provider-patient relationship has existed, in person or telehealth, for at least (CHANGE) thirty days 180 DAYS between the licensee and the patient or client. **THE THIRTY DAY PROVISION IS RIPE FOR ABUSE** (Currently there is a huge online presence of scam operations on the matter of assistance animals—google assistance animal certification **and you will see almost 50 million hits in less than a second!!!**(see the screenshot below) **A 6-month relationship with a doctor should not be difficult to demonstrate the needed legitimacy and it would help to eliminate most of the 80 million scams for profit sites on the internet.**

assistance animal certification

Images

Free

California

Online

About 47,200,000 results (0.34 seconds)

f. Certification whether the licensee is familiar with the person and the disability prior to providing the written finding.

g. The date the finding was issued by the licensee and the date the finding will expire.

h. The license number and type of license held by the licensee.

i. State whether the licensee received a separate or additional fee or other form of compensation solely in exchange for making the written finding required under this section.

2. The written finding must be made within twelve months of the start of a rental agreement and is valid for a period of twelve months or the term of the rental agreement, whichever is greater.

3. A licensee under chapter 148, 148C, 152, 154B, 154C, or 154D may be subject to disciplinary action from the licensee's licensing board for a violation of this section.
4. The commission shall create a form in compliance with this section and provide the form to the public on the commission's website.
5. The commission shall offer training and consultation to the governing boards under chapter 148, 148C, 152, 154B, 154C, or 154D.
6. This section does not limit the means by which a person with a disability may demonstrate, pursuant to state or federal law, that the person has a disability or that the person has a disability-related need for an assistance animal or service animal.

THERE IS ANOTHER PROVISION IN IOWA CODE SECTION 216.8 THAT COULD EASILY CREATE PROBLEMS WITH HUD FUNDING FOR THE ICRC:

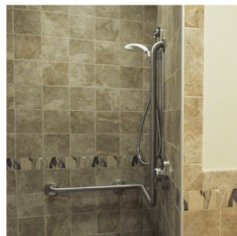
The failure of Section 216.8 to distinguish between subsidized and unsubsidized landlords has created a number of issues beyond that mentioned in RED above (Section 216.8B c (1))—this failure to distinguish between subsidized and subsidized landlords must be addressed if this Code Section is to serve its purpose. The requirement imposed by the Fair Housing Amendments Act (FHAA) is different for subsidized landlords compared to unsubsidized landlords (such as Section 504 properties) in the matter of who pays in the matter of “reasonableness”. However Iowa Code 216.8 A c (1) does not make this distinction and therefore is absolutely WRONG where subsidized landlords are concerned—PLEASE NOTE: the HUD notice shown below the 216.8A screenshot---it absolutely contradicts Iowa's Section 216.8A c(1). Since the purpose of SF 2268 is aimed at cleaning up some murky provisions of 216.8—this

216.8A Additional unfair or discriminatory practices — housing.

1. A person shall not induce or attempt to induce another person to sell or rent a dwelling by representations regarding the entry or prospective entry into a neighborhood of a person of a particular race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status.
2. A person shall not represent to a person of a particular race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status that a dwelling is not available for inspection, sale, or rental when the dwelling is available for inspection, sale, or rental.
3.
 - a. A person shall not discriminate in the sale or rental or otherwise make unavailable or deny a dwelling to a buyer or renter because of a disability of any of the following persons: (1) That buyer or renter.
 - (2) A person residing in or intending to reside in that dwelling after it is sold, rented, or made available.
 - (3) A person associated with that buyer or renter.
 - b. A person shall not 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 of any of the following persons:
 - (1) That person.
 - (2) A person residing in or intending to reside in that dwelling after it is sold, rented, or made available.
 - (3) A person associated with that person.
- c. For the purposes of **this subsection** only, discrimination includes any of the following circumstances:
 - (1) A refusal to permit, **at the expense of the person with a disability**, reasonable modifications of existing premises occupied or to be occupied by the person if the modifications are necessary to afford the person full enjoyment of the premises. However, it is not discrimination for a landlord, in the case of a rental and where reasonable to do so, to condition permission for a modification on the renter's agreement to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted.

IOWA CODE 216.8A 3c(1) IS WRONG with regard to HUD's guidelines for **subsidized** (Section 504) properties---

Reasonable Modifications



Under the Fair Housing Act, a reasonable modification is a structural change made to existing premises, occupied or to be occupied by a person with a disability, in order to afford such person full enjoyment of the premises. Reasonable modifications can include structural changes to interiors and exteriors of dwellings and to common and public use areas. Examples include the installation of a ramp into a building, lowering the entry threshold of a unit, or the installation of grab bars in a bathroom. Under the Fair Housing Act, prohibited discrimination includes a refusal to permit, at the expense of the person with a disability, reasonable modifications of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises.

Under Section 504, a housing provider is required to provide and pay for the structural modification as a reasonable accommodation unless it amounts to an undue financial and administrative burden or a fundamental alteration of the program. If an undue burden or fundamental alteration exists, the recipient is still required to provide any other reasonable accommodation up to the point that would not result in an undue financial and administrative burden on the particular recipient and/or constitute a fundamental alteration of the program.

https://www.hud.gov/program_offices/fair_housing_equal_opp/reasonable_accommodations_and_modifications

should also be changed.

The 5th and 14th amendments to the US Constitution as well as amendments to the Iowa Constitution demand that Iowa housing law (which includes private, non-subsidized landlords) needs to distinguish between landlords that are subsidized and those that are NOT. What constitutes “undue financial burden” is very different for the subsidized compared to the unsubsidized landlord. It is because of the due process protections of private property rights afforded by the 5th and 14th amendments to the Constitution that HUD says that unsubsidized landlords do not have to spend one red cent in the matter of Reasonable Modifications (ANY structural modification) because that would violate the due process demands of the 5th and 14th amendments for private property.—SO WHY WOULD THEY HAVE TO SPEND ONE RED CENT WITH Reasonable Modifications? ON THE OTHER HAND, subsidized landlords have to pay for both reasonable modifications and reasonable accommodations. One final analogy---Under the Care’s Act, there are “covered properties” (those who in some fashion benefit from government subsidy) and there are “not covered” properties—those who take no government subsidy and are not in some fashion benefiting from a government subsidy. That distinction is to keep the Care’s Act in compliance with the private property rights accorded by the 5th and 14th amendments.

Missouri fined \$500K per year for fair housing ...

Nov 15, 2023 — Missouri fined \$500K a year for failing to follow federal fair housing standards

· Facebook · Twitter · LinkedIn · Email.

Missing: ~~commission~~ HUD