FILED
JAN 29 1992
CLERK SUPREME COURT

IN THE COURT OF APPEALS OF IOWA

No. 1-564 / 91-684

IN RE THE MARRIAGE OF JACQUELINE R. LENSING AND DAVID J. LENSING

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Upon the Petition of

JACQUELINE R. LENSING,

Petitioner-Appellant,

And Concerning

DAVID J. LENSING,

Respondent-Appellee.

Appeal from the Iowa District Court for Benton County, L. Vern Robinson, Judge.

Jacqueline appeals and David cross-appeals the district court's ruling which modified the economic provisions of the parties' dissolution decree. **AFFIRMED.**

Morris L. Eckhart of Milroy and Eckhart, Vinton, for appellant.

Jonathan B. Hammond of Lane, Hammond & Broz, Cedar Rapids for appellee.

Heard by Donielson, P.J., and Hayden and Sackett, JJ.

SACKETT, J.

Petitioner-appellant Jacqueline R. Lensing appeals a ruling modifying the economic provisions of her dissolution decree. Respondent-appellee David J. Lensing cross-appeals but only asks for affirmance. We affirm.

The marriage of Jacqueline and David Lensing was dissolved for the second time on September 7, 1989. They have one child, Ryan, born December 13, 1982. Jacqueline has two children from another marriage. They are in her custody.

When the trial court dissolved the marriage, it resolved the economic situation of the parties in accordance with a stipulation the parties had made. The stipulation provided for child support and also provided that David pay the house payment and real estate taxes on a house given to Jacqueline for as long as David had a child support obligation to Ryan, their son.

In August 1990 Jacqueline filed a petition to modify the dissolution decree to terminate David's visitation. David filed a counterclaim seeking reduction in child support and other payments he was ordered to make. The visitation issue was resolved according to an agreement between the parties. The issue of modification of child support was submitted to the trial court.

The trial court reduced David's child support obligation from $500 to $350 per month and his obligation

for uninsured medical and dental expenses from 100 percent to 50 percent. The trial court also relieved David's obligation to pay house payments and real estate taxes.

Jacqueline, on appeal, contends (1) David has not met the burden to show a change of circumstances necessary for modification and, if he has, his reduction in income was the result of his own conduct, and (2) the provision for house payments and real estate taxes should not have been modified because they were not child support but were part of property settlement and were not modifiable.

Our review is de novo. Iowa R. App. P. 4. The first question is whether David has met his burden of showing there was a substantial change of circumstances to justify modification of the decree.

David's annual income was $58,436 at the time of the dissolution, and $43,559 at the time of modification. This is an approximate $15,000 decrease in annual income. In addition to having his income decreased, David also lost employee insurance benefits. The evidence is that this will continue. A modification should be granted if there is a substantial reduction for a sustained period. See In re Marriage of Sheperd, 429 N.W.2d 145, 147 (Iowa 1988); In re Marriage of Vetternack, 334 N.W.2d 761, 762-63 (Iowa 1983). There is a substantial change of circumstances.

Jacqueline argues David's reduction in income should not be considered because it was the result of David's own

conduct. A parent who voluntarily or through fault reduces his or her wages to reduce child support cannot avoid, or cause the reduction of, a reasonable support order. See generally In re Marriage of Vetternack, 334 N.W.2d 761, 763 (Iowa 1983); Ellis v. Ellis, 262 N.W.2d 265, 268 (Iowa 1978); Reed v. Reed, 260 Iowa 1166, 1168-69, 152 N.W.2d 190, 191 (1967); In re Marriage of Kern, 408 N.W.2d 387, 389-90 (Iowa App. 1987).

David resigned his job at his employer's request and took a similar but lower paying job because David's employer learned Jacqueline had filed a statement with the county sheriff that David had taken property from his employer. The property that was in Jacqueline's possession was taken before the marriage was dissolved. According to Jacqueline, she was with David when the property was taken. Neither Jacqueline nor David has been convicted of a crime as a result of the alleged incident. The trial court made no findings of wrong doing by either party. If there was a theft of property, it occurred before the dissolution of marriage, and both parties participated in it. We affirm on this issue.

The second question is whether the mortgage and real estate tax payments were a form of child support and modifiable, or a property settlement and not modifiable. The trial court considered them child support because (1) if considered property, Jacqueline's share of marital

property would have been greater than David's, (2) the payment was ordered to be paid only as long as a child support obligation existed, and (3) the total amount of child support payments and taxes was close to the 1989 guidelines.

Jacqueline disagrees contending (1) the obligation to make the payment was part of the property settlement, (2) the trial court's assessment of the equity of the property division in the dissolution did not consider property she brought into the marriage, and (3) the trial court did not properly calculate support that would have been due under the guidelines in effect at the time of the dissolution.

A property division in a dissolution cannot be modified or vacated in the absence of fraud, coercion, or other grounds on which judgments can be modified or vacated. See In re Marriage of Prendergast, 380 N.W.2d 431, 433 (Iowa App. 1985). David's obligation to pay real estate taxes and house payments was tied to the term for which he paid child support. Therefore, it was not possible to determine the total amount of these payments. These factors cause us to agree with the trial court the payments were part of the child support and modifiable. See Knipfer v. Knipfer, 259 Iowa 347, 351, 144 N.W.2d 140, 142 (1966). We affirm.

AFFIRMED.