

**PREDETERMINATION SETTLEMENT AGREEMENT**

CP# 06-17-70574  
HUD# 07-17-6794-8

**PARTIES TO THE SETTLEMENT AGREEMENT**

**RESPONDENTS**

CHAMBERS MANAGEMENT, INC.  
800 2<sup>ND</sup> Street Suite 200  
Coralville, Iowa 52241

JAIME THOMAE  
Chambers Management, Inc.  
800 2<sup>ND</sup> Street Suite 200  
Coralville, Iowa 52241

GLORIA DEI LUTHERAN CHURCH  
PO Box 281  
Iowa City, Iowa 52244

**COMPLAINANT**

AVA SU GAN-WEI  
128 ½ North Clinton Street Apartment 8  
Iowa City, Iowa 52245

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. Complainant alleges Respondents refused to renew her lease because she is a person with a disability. Respondents own or manage the subject property, a 10-unit apartment complex located at 128 ½ North Clinton Street, Iowa City, Iowa 52245.

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 the Fair Housing Act (FHA) makes it unlawful to refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, color, religion, sex, familial status, or national origin.. 42 U.S.C. 3604(a) (§ 804(a) 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) (§ 804(f)(2)(a) of the Fair Housing Act); Iowa Code § 216.8A(3)(b)(1).

## **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 her 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 Poster**

10. Within thirty (30) of the execution of this Settlement Agreement, Respondents agree to place the Fair Housing Poster (English and Spanish) in each property management office in a conspicuous location easily viewable to tenants and prospective tenants. The Fair Housing Posters can be obtained online at:

<https://icrc.iowa.gov/sites/default/files/publications/2015/2015FairHousingPosterGeneral.pdf>

<https://icrc.iowa.gov/sites/default/files/publications/2015/2015FHPosterGeneralSpanish.pdf>

Respondents also agree to send documentation to the Commission verifying the fair housing posters have been posted within ten (10) days of displaying the posters.

## **Relief for Complainant**

11. On April 11, 2017 Respondents notified Complainant that they would not renew her lease when it expires on July 29, 2017 and she must vacate the subject apartment by that date. Respondents agree that Complainant's lease will be extended to allow Complainant to stay at the subject apartment until 2 PM on Friday, August 4, 2017. Complainant agrees that Respondents will deduct \$ 111.00 from her security deposit to cover rent for the time period July 30 through August 4, 2017.

On August 4, 2017, at 2 PM, after Complainant has vacated Apartment 8, Respondents agree to do a move out inspection of Apartment 8 in accordance with Respondents' normal business practices, during which Complainant (and her representative) may be present. The purpose of the inspection will be to confirm that Complainant has returned

Apartment 8 in the same condition as when Complainant moved in, normal wear and tear excepted.

Respondents agree to follow the provisions of Iowa Code §562A.12 regarding the disposition of Complainants' remaining security deposit tendered to them pursuant to the lease agreement. Any cleaning or damage charges owed will be deducted from Complainant's security deposit.

On or before August 31, 2017, Respondents agree to submit a written report to the Commission, detailing any charges deducted for cleaning or damage for Apartment 8.

**Reporting and Record-Keeping**

- 12. Respondents agree to send documentation to the Commission verifying the Fair Housing Posters have been displayed within ten (10) days of their placement in the management offices, as evidence of compliance with Term 10 of this Agreement.
- 13. On or before August 31, 2017, Respondents agree to submit a written report to the Commission, detailing any charges deducted for cleaning or damage for Apartment 8, as evidence of compliance with Term 11 of this Agreement.

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

Natalie Burnham  
Iowa Civil Rights Commission  
Grimes State Office Building  
400 East 14th Street  
Des Moines, Iowa 50319  
Natalie.Burnham@iowa.gov

_____	_____
Chambers Management, Inc., RESPONDENT	Date
_____	_____
Jaime Thomae, RESPONDENT	Date
_____	_____
Gloria Dei Lutheran Church, RESPONDENT	Date
_____	_____
Ava Su Gan-Wei, COMPLAINANT	Date
_____	_____
Kristin H. Johnson, DIRECTOR IOWA CIVIL RIGHTS COMMISSION	Date