FOR IMMEDIATE RELEASE

HUMAN RIGHTS AUTHORITY - PEORIA REGION
REPORT OF FINDINGS

Case #15-090-9020
Moline Housing Authority

INTRODUCTION

The Human Rights Authority (HRA) opened an investigation after receiving a complaint of possible rights violations at Moline Housing Authority. The complaints alleged the following concerning an apartment complex.

1. **Overcharging for rent because they did not account for allowable expenses.**
2. **Tenant not allowed a copy of lease.**
3. **Inappropriate threat of eviction.**
4. **Inadequate appeal process.**
5. **Poor building conditions that were not sufficiently addressed by housing authority and were expected to be addressed by consumer's private services.**
6. **Change in allowable tenants may not be consistent with housing requirements.**

If found substantiated, the allegations would violate Housing and Urban Development (HUD) regulations (24 C.F.R. 966.4 & 945).

The Moline Housing Authority is municipal housing that services the city of Moline. They provide Section 8 housing and have 486 units and serve approximately 1,100 individuals. There are 3 units of housing: the Spring Brook, the Spring Valley, and the Hillside units; all would be available for singles, elderly and people with disabilities.

To investigate the allegations, HRA team members interviewed Moline Housing Authority staff members and reviewed documentation that is pertinent to the investigation.

COMPLAINT STATEMENT

The complaint alleges that the housing authority is overcharging a tenant for rent. The allegations state that a tenant is being punished because he filed an insurance claim for an injury at the facility. Staff reportedly attempted to evict the resident, which was resolved, but there was a rent increase. The rent is partially based on medical bills used to calculate the rent and the complaint states that staff hardly used any of the medical bills, and rent was only lowered by $60. Another allegation is that the resident was refused a copy of the lease.

Another allegation is that the facility required an elderly tenant to pack a room and move belongings to storage under threat of eviction. The rooms were being treated for bed bugs and management needed tenants to remove their belongings; however, the tenant was unable to comply. The allegations state that a tenant was denied a formal hearing regarding eviction; an informal hearing notice was received but a formal hearing was not. Additionally, the tenant's rooms have been infested with bed bugs for almost 4 years. The facility has made unsuccessful attempts to remove the pests. This is reportedly in the buildings, not in the tenant's specific apartment. Also, the tenant employed a housekeeper through the Veteran's Administration (VA) and the housing authority allegedly wanted her to wash laundry for bed bugs. Another housekeeper was hired and they wanted her to do work for pest control but that housekeeper also cancelled because of the bug infestation as per the complaint.

Another allegation states that the facility was being changed from a home for the elderly and disabled to a more open population and the tenant was not offered an opportunity to move because of this change. The changeover occurred before he moved into the building, and he would have not have moved in because of this. The facility also stopped having activities that they had previously, like Bingo.

INTERVIEW WITH STAFF (5/21/2015)

Staff explained the facility as a "quasi" government agency. They have no options with the rent because they are mandated by regulations. The facilities have two styles of rent, formula rent and flat rent. Formula rent is 30% of the individual's adjusted income and flat rent is 80% of fair market rent, which is determined by the federal government. The rent amount changes yearly and the flat rent formula is based on unit size. The tenants can opt for the rent type. The tenant in the complaint has met with staff and provided medical bills that were used in the rent determinations. In this tenant's case, there was a miscommunication and the rent formula was completed again and lowered by $6. The tenant provided the medical bills without proof of his payment, so they were unable to use the document. Tenants must provide what is actually paid but in this case, the tenant thought that staff would make contacts about the billings. They will contact billing departments but they have to be made aware of bills to do so. Staff said that fluctuation in rent is common and it can rise or fall depending on the tenant and occupancy. They said that every year the tenants using the formula rent are recertified and the facility is mandated to provide a 30 day notice after determination. They review the lease and go over income with the recertification. The facility has a prescribed formula and there would not be a deliberate miscalculation. The facility also has quality control. Staff said that they can be contacted during the year if needed, outside of the annual recertification, recertification, and they complete a more informal process. In this case, they completed the annual and because of the complaint, they also had an informal recertification. Staff said that with tenants who are elderly, they can take medical, dental and vision payments into consideration with their rent. The Housing Assistant or Property Manager completes the recertification and there is a quality assurance measure for each action. The rent is in the lease and, in this case, the tenant did not have to sign the lease with the update because he had already signed the lease to renew. They did not hear from the tenant after the $6 change and he never requested an appeal.

Regarding the allegation that tenants are not allowed copies of their leases, staff said that all documents are available to tenants but they charge 10 cents for copies. This tenant has received several copies free of charge even though they typically charge. They said that they would never deny a tenant a copy. Staff explained that the tenant claims he does not receive pieces of mail that they have sent to him and he stated he never received a copy when the change in rent was discussed. Staff said that the tenant has received the lease 3 times since June. They deliver the entire lease with all the rules to his apartment. They did not have the tenant sign off that he received the lease; however, staff believe they went beyond what the normal actions in providing a lease to this tenant. All they are required to do is mail a copy of the lease, but since he claimed he did not receive it, the lease was hand delivered. Staff said that the Admissions and Continued Occupancy Policy (ACAP) is available to tenants as well. Tenants receive a copy of both parts of the lease when they move into the complex. The parts are specific to the lease and the lease rules. The staff try to be informal with the customer care and can meet with anyone. They also provide video conferencing at the Hillside location and, before the video conferencing, staff were at that location two days a week. They do not have a main office at that location. They now only have staff at their main location. They said there is no protocol to request the lease, just contact staff. No resident has ever been denied a copy of the lease. They can make the request with anyone from the administrative office and the policy states that they are entitled to receive.

Staff said that they do not threaten anyone with evictions and no threat of eviction letter was sent to the tenant, but the lease has eviction conditions. They are there to house and not to evict and, they go the extra mile to not evict. The facility has obligations in dealing with bed bugs and they have sent the tenant letters regarding those obligations. The Executive Director makes the final eviction decision. Staff communicate that if tenants do not comply they could be evicted and this tenant was under eviction for non-compliance. At the end of 2013, the tenant was served an eviction notice and it was because he was not complying with bed bug protocol. The facility went through appeals and other agencies were involved and they suspended the eviction. The tenant had clutter and would not clean until there was a threat for eviction. The Veteran's Administration (VA) paid a home organizer to assist the tenant in preparing for the bed bug treatment. The residents are responsible for preparation for the treatment. They can apply for reasonable accommodations and then the facility can assist. This tenant never applied for reasonable accommodations but the VA assisted him. In May 2014, the facility completed the heat treatment. Staff said that there was only so much they could do with reasonable accommodations because the apartment was so cluttered. Once the heat treatment could occur they dropped the eviction. The bed bugs were not present for 9 months and then there was a another infestation. They do not know the cause of the bed bugs. When there was another infestation, the apartment was in better condition but they did ask the tenant to gather some papers that he had in the apartment. The facility reached out to the VA and a caretaker to assist. The VA and home healthcare said that they would not assist. They sent a letter to the tenant stating that they wanted to discuss the situation but he never replied. They have been treating other apartments but soon the tenant's apartment will be due for treatment. If he refuses again, there could be another eviction. The facility sends a to-do list that illustrates tenant's obligations in preparation for the exterminator. They meet with every resident and walk them through the process. They also walk through the apartments with pest control. The can determine any needed accommodations during that walk through. Staff said that they provide a FAQ sheet and

the accommodations are at the top of the FAQ sheet. The facility also provides bed bug trainings. To exterminate the bed bugs they can use heat treatment or freeze them. They heat up the apartment which brings out the bed bugs and then they turn the heat up which kills them.

The tenant requested appeals and there was an informal hearing and then a formal hearing was requested. The result of the informal appeal was to inspect the apartment and if there was a change in the apartment and the tenant cooperated, they would drop the eviction. At the time there was no change, so they proceeded with the formal hearing. He asked to change the date of the formal hearing and then the eviction was dropped because the apartment was cleaned. When they dropped the formal hearing, the tenant was upset, so the Executive Director met him as a courtesy to discuss the issue. The Director said that the purpose of the hearing was to address the situation but now it was unnecessary. He explained the appeal process to the tenant and asked if there was anything else he needed and said they were at his service.

Staff explained that the tenant also felt that the eviction was retaliation. The tenant had fallen and wanted to make an insurance claim but staff forgot to bring him the form for the claim and he felt as though that was retaliation. The staff brought him the form the day he made the complaint and apologized. He made no other appeals and appeared to be satisfied from the meeting. He did have a complaint about the rent calculations at the time. He was confused with the rates and accused staff of lying. The facility has never denied an appeal because it is the law and must be honored. The staff meets with the resident for an informal appeal and they outline issues. For a formal review, there is an independent representative.

As far as the allegations about the building conditions, the staff explained that the tenant's building is very well kept. The pest service is at the expense of the housing authority and they believe that the pests where brought into the building. They said that they cannot control the movement of people who may bring them in. HUD did a physical inspection and they received a score of 95 out of 100. The tenant had some home care staff and, when a facility has a bed bug infestation, home care agencies often stop services. They asked if the individual cleaning the tenants laundry if they could clean and dry the laundry on a specific day. Staff does not expect residents to maintain the building with private services, they only have expectations for them to prepare as required for extermination, so they asked the care giver about the laundry. Everyone was on board but they could not treat because the clutter was not cleaned up. Those services were cancelled because of the bed bugs but then the laundry services returned when the bed bugs were exterminated. With the recent infestation, the care givers have also left. They asked a second service if they would be willing to help with preparation and they said no. The VA was also unwilling to help. The only request that was being made by the facility was requesting that the care givers help assist with the heat treatment. Staff also explained that the tenant is aware that the facility is not designated for the elderly and disabled but this may be his perception. He is only in that apartment because of the bedroom size. Two people could live in one apartment. This was never brought up to the facility. There are three complexes and one has 4 bedroom apartments, so families live there. The other two have 1 bedroom apartments and a studio, so those are non-family and single people. There is a two bedroom at the tenant's complex. Staff also said that they used to do programs like Bingo and daytrips but HUD informed them that they could not use the money for that. They have not had programs in 4 years.

FINDINGS (Including record review, mandates, and conclusion)

Complaint #1 - Overcharging for rent because they did not account for allowable expenses.

The HRA reviewed records over the course of the tenant's stay at the facility. A client contact record, dated 5/2/2014, reads "[Tenant] stated that he had to go to [Director] to get the form when he fell and then 2 days later I raised his rent and then sent him an eviction notice." The form states that the staff apologized and explained that the action had nothing to do with the eviction and then let him know they would review the tenant's file together. The HRA reviewed a client contact record dated 5/8/14. The contact stated that the tenant entered the office and asked why the rent amount increased. The account reads "[Tenant] stated that I told him in Sept 2013 when we signed papers that his rent would go to $317 in Jan 2014. I let [Tenant] know that there must have been a misunderstanding because I would not have had the income/medical payment info necessary to let him know that info. We reviewed the file – [Tenant] has confusion on the Flat Rent/Income Based Rent Sheet (2/ 1/1/14 recert) and a correction that was done on the 1/1/13 recert. The 1/1/13 rent amount was going to be $317 but based on additional medical info it lowered to $309. [Tenant] refused to listen to my explanation of what happened in the file. [Tenant] told me that he felt like I was lying and he wasn't going to believe anything I said."

A letter from the facility to the tenant, dated 3/16/2015 reads "I have reviewed your medical deductions for your recertification dated January 1, 2015. I have determined that we are able to lower your rate to $331 effective January 1, 2015. I have enclosed a copy of your lease for your records. There has been a credit placed on your account to reflect the difference. I have also enclosed a copy of the statement showing this for your records as well."

In reviewing lease agreements over the course of the tenant's stay at the facility, the HRA saw some instances where the lease changed. A lease agreement for 1/1/2015 and one agreement had "Void" written on it and the rent on that agreement was for $337. The next agreement for the same date had a rent for $331 and there was no void statement. The lease agreement for 1/1/2013 also had a voided out agreement for $317 and it was lowered to $309. The HRA saw another lease agreement for 2010 that was void for $337 and it changed to $288. The agreement for 2009 also changed from $325 to $290. There was no explanations for the changes in 2010 and 2009. The HRA reviewed documents called Family Information/Rent. There were two documents for 2015 and the first document was void and had only a medical allowance of 1,135.95, while the second 2015 document had additional medical expenses for 138.08, 22.90, and 65.00. The HRA saw a similar occurrence on the 2013 form, and an allowance was changed from 35.00 to 147.00. The HRA did not see voided documentation for the other two occurrences.

The resident handbook reads that "Annual income is the anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family over 18 and not a full time student. This included all income derived from assets for the 12-month period following the effective date of certification of income." The handbook states that there are deductions allowed for the rent and they are $480

for each family member under 18 or who is older and disabled/handicapped or a fulltime student, $400 for elderly family, medical expenses in excess of three percent of annual family income of any elderly family and reasonable child care expenses. The handbook states income is verified and that the tenant's rent may be changed any time the income or family size changes. It also reads that all tenants must review their status yearly even if there are no changes.

The HRA also reviewed the facility income and rent determinations policy which is in three parts. The first part is titled annual income and reads "HUD regulations specify the sources of income to include and exclude to arrive at a family's annual income. The requirements and MHA policies for calculation annual income are found in Part 1." The second section is titled "Adjusted Income" and reads "Once annual income has been established HUD regulations require MHA to subtract from annual income any of five mandatory deductions for which a family qualifies. Their requirements and MHA policies for calculating adjusted income are found in Part 2." Then part three is titled "Calculating Rent" and reads "This part describes the statutory formula for calculating total tenant payment (TTP), the use of utility allowances, and the methodology for determining family rent payment. Also included here are flat rents and family's choice in rents." The section titled, "Adjusted Income," defines one of the five mandatory adjustments as "Unreimbursed medical expenses of any elderly family or disabled family." And further into the policy it reads "Unreimbursed medical expenses may be deducted to the extent that, in combination with any disability assistance expenses, they exceed three percent of annual income."

The HUD regulations state "Adjusted income means annual income (as determined by the responsible entity, defined in § 5.100 and § 5.603) of the members of the family residing or intending to reside in the dwelling unit, after making the following deductions: … (i) Unreimbursed medical expenses of any elderly family or disabled family" (24 CFR 5.611).

Complaint #1 - Conclusion

The HRA did see evidence that the rent was changed due to medical allowances but there is insufficient evidence indicating that the miscommunication is solely based on facility error. The HRA finds the complaint **unsubstantiated,** but because this discrepancy occurred on more than one occasion and the HRA would like to **suggest** that when this appears to be a reoccurring issue, the facility needs to investigate and consider further quality assurance mechanisms to prevent errors and frequent changes to the rental amounts.

Complaint #2 - Tenant not allowed a copy of lease.

The facility provided a letter dated 6/25/2014 that reads "I have enclosed the copies of the paperwork that you requested. Along with the lease I sent the informal discussion conference decision letter … If there is any additional paperwork that you need, please let us know." This is a typed letter but on the letter it is also handwritten that the "[Tenant] called and stated the copies were not in the letter (I had ppl witness me placing items in the letter for this reason) I advised [Tenant] I would hand deliver copies to him personally on 2/1/2014 at HH." The note is initialed by staff and dated 6/27/2014. Another client contact record, dated 5/2/2014, reads "I let [Tenant] know that I had no problem bringing his file to HH so we could review it together. We

determined 5/8 between 2-4pm." As stated in the previous complaint, the tenant received a copy of the 2015 lease after the recertification was completed.

HUD regulations "(m) Eviction: Right to examine PHA documents before hearing or trial. The PHA shall provide the tenant a reasonable opportunity to examine, at the tenant's request, before a PHA grievance hearing or court trial concerning a termination of tenancy or eviction, any documents, including records and regulations, which are in the possession of the PHA, and which are directly relevant to the termination of tenancy or eviction. The tenant shall be allowed to copy any such document at the tenant's expense. A notice of lease termination pursuant to § 966.4(l) (3) shall inform the tenant of the tenant's right to examine PHA documents concerning the termination of tenancy or eviction. If the PHA does not make documents available for examination upon request by the tenant (in accordance with this § 966.4(m)), the PHA may not proceed with the eviction" (24 CFR 966.4). The regulations also read "Schedules of special charges for services, repairs and utilities and rules and regulations which are required to be incorporated in the lease by reference shall be publicly posted in a conspicuous manner in the Project Office and shall be furnished to applicants and tenants on request" (24 CFR 966.5).

Complaint #2 – Conclusion

Through reviewing the correspondence, the HRA saw no evidence that the tenant was not provided a copy of the lease, and because of this, the HRA finds the complaint **unsubstantiated.**

Complaint #3 and #5 are combined due to the interaction between the two complaints

Complaint #3 - Inappropriate threat of eviction & Complaint #5 - Poor building conditions that were not sufficiently addressed by housing authority and were expected to be addressed by consumer's private services.

As stated in complaint #1, there is a client contact record, dated 5/2/2014, which states that the tenant felt as though the eviction was because the tenant fell at the facility.

The HRA reviewed an MHA inspection report dated 1/31/14 which indicated that clothes need washed/dried and removed from the apartment, medications and meltable items needed to be placed in fridge, papers and small items were problems, there needed to be more space overall in the apartment for treatment, food items needed organized on the shelves or counts, stacks of items needed addressed/organized, paperwork needed stored and bags needed addressed. There is a letter from the facility to the tenant on 2/2/2014 which reads "On January 31, 2014 an inspection was conducted on your apartment to determine if the eviction notice you were served could be suspended. During this inspection it was determined that the following items were still unacceptable in your apartment." The items listed in the letter were similar to what was found in the inspection. The letter went on to state "Overall the apartment appeared to be in a similar condition as noted with previous pictures. I have concerns with the lack of progress on the clutter in your apartment. With the amount of clutter present in your apartment MHA will be unable to proceed forward with any pest control treatments. At the inspection you indicated that you did not feel it was your responsibility to find a place to store any bags if a heat treatment would occur. I expressed to you that this is your responsibility. A suggestion was made that you

could contact a moving/storage company or look into storage sheds. I advised you to come to the Hillside office on Tuesday, February 4, 2014 to discuss the progress you made in this area and also to talk with your homemaker about the laundry situation. I also stated that if you were unwilling to cooperate with the necessary preparations MHA would be forced to proceed with the eviction process." A client contact record for February 4, 2014 reads "[Tenant's homemaker] went to the HH office and [staff] contacted me. I explained to [Homemaker] that the clothes in [Tenant's] bedroom that are bagged are compromised and will need to be dried if clean or washed and dried. They will then not be able to come back into the apt. This will need to happen if we conduct a heat treatment on [Tenant's] apt. If we are going to do the treatment I will come to [Tenant's] apt on a Tues and that [Homemaker] is there and work with him on the timing." The contact sheet also states "[Tenant] came to the HH office after I let [Homemaker] know that [Tenant] was asked to come with him. I asked [Tenant] if he made any phone calls to storage places. He stated no because he wouldn't be able to move anything. I let [Tenant] know that we told him he could try contacting a moving company that might be able to store his belongings. I then asked if he contacted any moving/storage companies. [Tenant] stated no, the only person he called was the VA. He stated the VA is going to help him get a social worker. I asked [Tenant] when that was going to happen. He stated how should he know. I let [Tenant] know that I would be sending a letter in the mail." A letter on February 6, 2014 summarizes the conversation and also reads "Also at the inspection of your apartment on January 31, 2014 it was determined that no progress had been made on the clutter in your apartment. For the above reasons I have decided to stand on your eviction. If you would like to dispute this decision you can request a formal hearing at our office within ten days of receiving this letter." In the tenant request for a formal grievance hearing regarding the eviction, the tenant states "I have limited mobility and I have chronic health conditions."

A letter dated 4/24/2014 from the housing authority to the tenant reads that during a previous phone conversation "… I advised you that I spoke with [Staff] from the Veteran's office and he stated they had coordinated to have an organizer prepare your apartment to be able to have a bed bug treatment." Another client contact letter between staff and the tenant's home organizer reads that there were 26 bags of trash removed, 17 bags of laundry, and 28 boxes of mostly paper. It also read that she needed called with the date of the treatment because there were still a few more things to do. Another client contact note, dated 5/5/2014 records correspondence between the client, staff, home maker and VA. In that note it was stated that the client told the home maker not to come to the apartment because of lack of work. Moline staff spoke with the VA who eventually talked the client into retaining the service. As stated previously, the treatment was completed at the apartment on 5/14/2014.

There is record of another infestation in a letter from the facility to the tenant dated 2/19/2015 and there is a statement that the facility needs to inspect the apartment for heat treatment on 2/27/2015. The facility inspection report indicates that there needed to be a clean-up of loose paperwork and staff needs to contact the homemaker services to call the tenant. Another letter on 3/2/2015 from the facility to the tenant reads "On February 27, 2015 a pre-inspection was completed due to the heat treatment we had scheduled. At this inspection I advised you that I understood that you have lost homemaker services due to the bed bug infestation. Due to this MHS was willing to work with you on a modified preparation in order to get the heat treatment completed to get your homemaker services reinstated. I advised you that

all you needed to do is box your loose paperwork in the living room and bedroom and the treatment could occur. This has to occur before the treatment otherwise the paperwork could catch on fire while the heat treatment happens. You advised me that you were unable to do that and you have homemaker services pending through [Agency]. I advised you I could postpone your heat treatment until we could work with [Agency]. You give me permission to speak with [Agency] regarding your situation. Today I spoke with [Staff] with [Agency] and she advised me that due to the bed bugs in your apartment she cannot provide services at this time. I also spoke with [Pest Control] and I have postponed your heat treatment. You will need to find someone to box your loose paperwork in the living room and bedroom so we can schedule your heat treatment." A client contact letter dated 3/3/2015 reads that VA staff were contacted and they said that they had already contacted many agencies and they would not assist the tenant any longer. The staff member states that if the client is "… going to continue his behavior until the point where the health dept. gets called. He thinks [Tenant] is behaving like this out of spite. [VA Staff] stated he is going to contact [Tenant's] brother and discuss them placing [Tenant] in an assisted living facility. [VA Staff] is recommending we tell [Tenant] that he either complies with the prep or he needs to get out." There is a final letter, dated 3/16/2015, stating that they have not heard from the tenant since sending a letter regarding treatment on the apartment and that they are not aware of anyone to assist the tenant with his apartment and requests the tenant call the facility.

The HRA reviewed a document provided titled "The Fair Housing Act: Reasonable Accommodations For Renters With Pest Problems" and the byline is titled a fact sheet from Safer Pest Control Project. The document reads "This handout is designed to give advice to renters who are having a difficult time complying with a landlord's pest control actions due to disability." The description states "Do you need more time or extra help to prepare your apartment for bed bug or other pest treatment because of a physical or psychological impairment?" The document describes a reasonable accommodation as "… a change in rules or policies that gives a person with a disability an equal opportunity to live in the housing. It is illegal for a landlord to deny a RA to a person with a disability." Then bullet points state that the accommodation must be related to a disability, must not fundamentally alter the services the landlord provides, and must not impose an undue financial or administrative burden on the landlord. One of the examples of an undue burden states that the facility hiring a cleaning crew could be an undue burden and a reasonable accommodation reads "Using existing staff to help tenant with preparation before pest control treatment." On requesting a reasonable accommodation, the document reads "In order to get an accommodation, the tenant must **ask for one!** Make your request in writing, and keep a copy for yourself." The HRA also reviewed an additional document from the Moline Housing Authority which is a frequently asked questions sheet for 2015 bed bug treatments. In that document, it reads "What if there is a medical reason that will prevent me from completing the preparation for treatment?" and the answer is "You can speak to [Staff] and request a reasonable accommodation for assistance with the preparation. This will be evaluated on a case-by-case basis and may require you to provide additional information."

The introduction of the reasonable accommodations policy and procedures reads that "in connection with making reasonable accommodations for qualified applicants or residents with disabilities for participation in MHA public housing programs and activities. A copy of this

policy and procedures is posted in the main office of the MHA located in Spring Brook Courts, and in the offices located at each MHA development. Additionally, a copy of the Reasonable Accommodation Policy and Implementation Procedures may be obtained upon verbal or written request at the Moline Housing Authority main office." The policy statement proceeds to read "MHA is committed to ensuring that its policies and practices do not deny individuals with disabilities the opportunity to participate in, or benefit from, not otherwise discriminate against individuals with disabilities in connection with, the operation of MHA housing services or programs, solely on the basis of such disabilities. Therefore, if an individual with a disability requires an accommodation, such as an accessible feature or modification to MHA policy, MHA will provide such accommodation, unless doing so would result in fundamental alteration in the nature of the program or an undue financial or administrative burden. In such a case, MHA will make another accommodation that would not result in a financial or administrative burden." The procedures for the reasonable accommodation state "1) At the time of application, all applicants must be provided with the request for Reasonable Accommodation form, a copy of which is affixed hereto as attachment 1, or, upon request, the form must be provided in an equally effective format. 2) MHA tenants seeking accommodations may contact staff in the main office located in Spring Brook Courts or the HUD Chicago office directly to request the accommodation. 3) MHA is responsible for informing all tenants that a request may be submitted for reasonable accommodations for an individual with a disability. All tenants will be provided the request form when requesting a reasonable accommodation. However, a tenant may submit the request in writing, orally, or use another equally effective means of communication to request the accommodation." The policy proceeds to illustrate the sequence for making decisions about the accommodations, the guidelines for determining whether the request is reasonable and then copies of accommodation documents provided to the tenants.

The HRA reviewed a section of the tenant handbook which reads "The majority of residents follow the rules. However, when residents fail to pay rent, destroy property or violate their lease, MHA must seek eviction to keep housing in decent condition for the other residents." The handbook illustrates two types of evictions which are serious or repeated lease violations and non-payment of rent. Under a section defining serious lease violations, it reads "Failure to report changes in income or family size accurately and/or timely, destruction of MHA property, having unauthorized boarders, keeping unauthorized pets, poor housekeeping habits, fighting, displaying weapons, or threatening the health and safety of other residents and staff are all examples or serious lease violations that can result in eviction." The HRA reviewed an eviction notice which states that the tenant was evicted and needed to leave the facility by January 14th, 2014. The reason for the eviction is violation of the lease, specifically failure "To cooperate and assist the Housing Authority in the elimination of infestation of roaches and other pests. Failure to cooperate with the Housing Authority in the preparation of the unit for pest control treatment may be cause for the Tenant to be charged, according to the charges posted in the office, or for the lease to be terminated." The 30 day notice states that the tenant must leave the facility and then gives the information to have a hearing on the eviction. The facility lease states, under the tenant obligations, mirrors the terminology in the eviction notice regarding cooperation with infestation elimination.

The HRA reviewed the facility lease terminations policy. The policy illustrates mandatory reasons for termination of the lease and other authorized reasons for lease termination

and notification requirements. In the other reasons to terminate the lease section, one of the reasons presented for termination is "Other Serious or Repeated Violations of Material Terms of the Lease – Mandatory Lease Provisions" and that definition reads "HUD regulations require certain tenant obligations to be incorporated into the lease. Violations of such regulatory obligations are considered to be serious or repeated violations, and grounds for termination." Part of the violations include "Failure to fulfill the following household obligations" and those include the failure "To abide by necessary and reasonable regulations promulgated by MHA for the benefit and well-being of the housing project and the tenants which shall be posted in the project office and incorporated by reference in the lease." The next section states "To comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety." Another violation reads "To keep the dwelling unit and such other areas as may be assigned to the tenant for the tenant's exclusive use in a clean and safe condition."

Regarding the part of the complaint that the facility building conditions were not addressed, the HRA reviewed the facility maintenance policy which reads "Preventive maintenance is part of the planned or scheduled maintenance program of the Moline Housing Authority. The purpose of the scheduled maintenance program is to allow the Authority to anticipate maintenance requirements and make sure the Authority can address them in the most cost-effective manner. The preventive maintenance program focuses on the major systems that keep the properties operating. These systems include but not limited to heating and air conditioning, electrical, life safety and plumbing." Another section details pest control and extermination and reads "The Moline Housing Authority will make all efforts to provide a healthy and pest-free environment for its residents. The Authority will determine which, if any, pests infest its properties and will then provide the best possible treatment for the eradication of those pests." The procedure also reads "Resident cooperation with the extermination plan is essential. All apartments in a building must be treated for the plan to be effective. Residents will be given information about the extermination program at the time of move-in. All residents will be informed at least one week and again twenty-four hours before treatment. The notification will be in writing and will include instructions that describe how to prepare the unit for treatment."

The HUD regulations read "(l) Termination of tenancy and eviction—(1) Procedures. The lease shall state the procedures to be followed by the PHA and by the tenant to terminate the tenancy. (2) Grounds for termination of tenancy. The PHA may terminate the tenancy only for: (i) Serious or repeated violation of material terms of the lease, such as the following: (A) Failure to make payments due under the lease; (B) Failure to fulfill household obligations, as described in paragraph (f) of this section …." Section F indicates the following household obligations: "(4) To abide by necessary and reasonable regulations promulgated by the PHA for the benefit and well-being of the housing project and the tenants which shall be posted in the project office and incorporated by reference in the lease; (5) To comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety; (6) To keep the dwelling unit and such other areas as may be assigned to the tenant for the tenant's exclusive use in a clean and safe condition" (24 CFR 966.4).

Regarding maintenance, the federal regulations state that "(a) For all aspects of the lease and grievance procedures, a handicapped person shall be provided reasonable accommodation to the extent necessary to provide the handicapped person with an opportunity to use and occupy the dwelling unit equal to a non-handicapped person. (b) The PHA shall provide a notice to each tenant that the tenant may, at any time during the tenancy, request reasonable accommodation of a handicap of a household member, including reasonable accommodation so that the tenant can meet lease requirements or other requirements of tenancy" (24 CFR 966.7)

Complaint #3 & #5 – Conclusion

According to the documentation provided, the tenant was not threatened but actually evicted for not cooperating with pest extermination protocol. The eviction was withdrawn. The facility did work to find an agency that would assist the tenant with needs and the treatment was successful. Additionally services were rendered specifically to address the tenant's needs with the exception of the staff providing laundry services but those were only coordinated with facility services that were already occurring. There was a more recent infestation and there appeared to be some resistance by the tenant but those actions were still in process during the investigation. Because the lease was signed by the tenant and it stated that there must be cooperation in exterminations and because there was a lack of evidence that poor building conditions were not sufficiently addressed or that they were expected to be addressed by private services, the HRA finds this complaint **unsubstantiated** but has some concerns regarding the reasonable accommodation. It was stated that the tenant never actually applied for a reasonable accommodation but he made statements indicating that he was physically unable to take care of the apartment. The facility did work with him on finding assistance, but the HRA questions as to why the facility staff did not take the initiative and ask the tenant if he needed to apply for accommodations when he said he was physically unable to comply. Furthermore, the HRA notes that this 92 year old tenant who had a known history of in-home assistance and who had documented his mobility and health needs in a grievance filed in his February 2014 response to the eviction. And, some of the documentation indicated that the housing authority left it up to the tenant to search out needed accommodations. Consistent with federal regulations and the authority's stated mission "to house rather than evict tenants," the HRA **strongly suggests** in future instances to reiterate the option for accommodations to the tenant.

Complaint #4 - Inadequate appeal process.

The HRA was provided a copy of a typewritten letter from the tenant to the Moline Housing Authority, dated 12/19/2013 which requests an informal discussion. On 12/26/2013, there was a response to the tenant from the facility stating that they have received the request and set aside time on 1/2/2014. There was a client contact record that was also titled the informal discussion conference, which indicated that the conference was rescheduled to 1/23/2014 to accommodate a staff member and the notes from the conference stated that an inspection will occur to see if the eviction process will be suspended or upheld. A letter dated 2/3/2014 states that on 1/31/2014 an inspection was conducted to see if the eviction would be upheld and they saw no progress and wanted to meet with the resident on 2/4/2014 to discuss the progress. On 2/6/2014 there was a letter that said on 2/4/2014 they spoke to discuss progress made on

contacting companies about storage for clothes to comply with preparation and during that conversation the tenant said he had not contacted any companies. The letter said they also inspected the apartment and nothing had changed, therefore they stood by the eviction and if the tenant disagreed he could request a hearing. There was a response letter in which the tenant made the request for a formal grievance and a formal grievance form was completed on 2/14/2014. On the form, there are checkboxes indicating the reasons for the grievance and "Eviction Notice" was checked. Along with that, a handwritten paragraph reads "I am a World War 2 Veteran living on fixed income. I have limited mobility and I have chronic health conditions. If I lose my apartment, I will become homeless. My only option will be a homeless shelter." On 2/26/2014 a letter was sent to the resident stating there was a formal hearing scheduled for 3/11/2014 and a note on that letter states that the tenant was unable to attend the meeting time, so it needed rescheduled. A different letter, dated 3/3/2014 states the hearing was rescheduled for the next day. On that letter, there was a handwritten note that the tenant wanted a court reporter, per a phone call on 3/17/2014. In the meantime, there was a letter sent to the tenant regarding his request for a court reporter at the meeting and the costs for that reporter. This letter was sent on 4/11/2014. Another letter was sent on 4/24/2014 which reads "I am sending this letter in regards to our phone conversation we had yesterday. During that conversation I advised you that I spoke with [staff] from the Veteran's office and he stated they had coordinated to have an organizer prepare your apartment to be able to have a bed bug treatment. I advised you that since this was taking place MHA would be willing to suspend your eviction pending the results of the preparation. You advised me that you did not want the eviction suspended you wanted to move forward with the hearing process because you felt you had been treated unfairly. Since you stated that you felt that you have been treated unfairly MHA is setting up a meeting between you and our Executive Director, [name]." The date scheduled for the meeting was 5/1/2014. The HRA reviewed a client contact record dated 5/2/2104, with the Director and Property Manager in attendance that reads "We are here to work together and try to move this forward. There is a bed bug problem in the building through no fault of anyone. The last thing MHS wants to do is evict anyone but if the resident does not cooperate we have to make a difficult situation. [Tenant] stated that the State of IL offers free attorney's to veterans so he can get his answers there. [Staff] stated that we would like the opportunity to address any of [Tenant's] concerns before it got to that point." The HRA saw no evidence that there was a formal grievance hearing but, according to a document from the pest control company, the treatment was completed on 5/14/2014.

The HRA reviewed the grievance procedure for the facility which states that an informal grievance must be presented in writing to the facility 10 days after the incident occurred. Also the facility must schedule a conference within 15 business days after the initial presentation of the grievance in "an attempt to settle the grievance without the necessity of a formal hearing." Ten business days after the informal discussion, a summary of the discussion shall be prepared and provided to the resident. The policy states that if the resident is not satisfied with the informal discussion, then the complainant must submit a written request for a formal hearing no later than 5 days after the date of receiving the summary and if this does not occur, then the informal decision will be final. The procedure states that the complainant does not have the right to a formal hearing unless the request was made in writing, the informal discussion has been completed, and there are also compliance issues regarding the complaint if it deals with the amount of rent. If the resident is compliant and meets the criteria, a hearing will be completed

no later than 15 days after the complainant has made the request. Additionally, in the binding effect section of the grievance policy, it reads that the decision is presented to the Board of Commissioners and "When the MHA considers the decision of the hearing office to be invalid due to the reasons stated above, it will present the matter to the MHA Board of Commissioners within 10 business days of the date of the hearing officer's decision. The Board has 30 calendar days to consider the decision. If the Board decides to reverse the hearing officer's decision, it must notify the complainant within 10 business days of this decision." In the policy, there are no reasons stated why the board would find the decision to be invalid.

The HUD regulations read "Any grievance shall be personally presented, either orally or in writing, to the PHA office or to the office of the project in which the complainant resides so that the grievance may be discussed informally and settled without a hearing. A summary of such discussion shall be prepared within a reasonable time and one copy shall be given to the tenant and one retained in the PHA's tenant file. The summary shall specify the names of the participants, dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefor, and shall specify the procedures by which a hearing under § 966.55 may be obtained if the complainant is not satisfied" (24 CFR 966.54). The regulations also state "(a) Request for hearing. The complainant shall submit a written request for a hearing to the PHA or the project office within a reasonable time after receipt of the summary of discussion pursuant to § 966.54. For a grievance under the expedited grievance procedure pursuant to § 966.55(g) (for which § 966.54 is not applicable), the complainant shall submit such request at such time as is specified by the PHA for a grievance under the expedited grievance procedure" (24 CFR 966.55). The regulations also mention another aspect of the grievance procedure "(g) Expedited grievance procedure. (1) The PHA may establish an expedited grievance procedure for any grievance concerning a termination of tenancy or eviction that involves …" (24 CFR 966.55). The regulations also read "d) Hearing prerequisite. All grievances shall be personally presented either orally or in writing pursuant to the informal procedure prescribed in § 966.54 as a condition precedent to a hearing under this section: *Provided*, That if the complainant shall show good cause why he failed to proceed in accordance with § 966.54 to the hearing officer or hearing panel, the provisions of this subsection may be waived by the hearing officer or hearing panel" (24 CFR 966.55d), The regulations also state "(f) Scheduling of hearings. Upon complainant's compliance with paragraphs (a), (d) and (e) of this section, a hearing shall be scheduled by the hearing officer or hearing panel promptly for a time and place reasonably convenient to both the complainant and the PHA. A written notification specifying the time, place and the procedures governing the hearing shall be delivered to the complainant and the appropriate PHA official. (24 CFR 966.55). The regulations also read "(a) Grievance shall mean any dispute which a tenant may have with respect to PHA action or failure to act in accordance with the individual tenant's lease or PHA regulations which adversely affect the individual tenant's rights, duties, welfare or status" (24 CFR 966.53) and "(a) The hearing shall be held before a hearing officer or hearing panel, as appropriate" (24 CFR 966.56). Additionally, the regulations read "(f) Scheduling of hearings. Upon complainant's compliance with paragraphs (a), (d) and (e) of this section, a hearing shall be scheduled by the hearing officer or hearing panel promptly for a time and place reasonably convenient to both the complainant and the PHA. A written notification specifying the time, place and the procedures governing the hearing shall be delivered to the complainant and the appropriate PHA official" (24 CFR 966.55) and "(c) The hearing officer or hearing panel may render a decision without proceeding with the hearing if the

hearing officer or hearing panel determines that the issue has been previously decided in another proceeding" (24 CFR 966.56). The regulations also state "(b) The decision of the hearing officer or hearing panel shall be binding on the PHA which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the PHA Board of Commissioners determines within a reasonable time, and promptly notifies the complainant of its determination, that (1) The grievance does not concern PHA action or failure to act in accordance with or involving the complainant's lease on PHA regulations, which adversely affect the complainant's rights, duties, welfare or status; (2) The decision of the hearing officer or hearing panel is contrary to applicable Federal, State or local law, HUD regulations or requirements of the annual contributions contract between HUD and the PHA" (24 CFR 966.57).

Complaint #4 – Conclusion

In reviewing the documentation, the HRA saw that there are definite discrepancies in the HUD regulations regarding grievance and the facility grievance policy. The grievance policy states that grievances must be presented in writing while the regulations indicate they can be presented orally or in writing (24 CFR 966.54). The policy fails to document an expedited grievance procedure (24 CFR 966.55). The policy also states that the tenant must have an informal grievance discussion prior to having a formal grievance but the regulations state that this could be waived (24 CFR 966.55d). The policy states that after the informal hearing, the tenant must request a formal hearing within 5 days of receiving documentation of the hearing, but the regulations stated the request must be made in a "reasonable time." (24 CFR 966.55). Additionally, the policy states that the formal grievance hearing should be scheduled 15 days after receiving the request but the regulations state "promptly." (24 CFR 966.55). Additionally, the tenant did not appear to feel as though the issue was resolved but the HRA saw no evidence of a formal grievance occurring. Instead there was a discussion with the facility Director. Also, the procedures governing the hearings do not comply with the regulations regarding the Board reversing the decision (24 CFR 966.57). Because of this, the HRA finds the complaint **substantiated** and **recommends** that the facility review the entire grievance procedure policy for compliance with regulations and discuss whether the issue was resolved with the tenant and offer a formal hearing if it is still desired.

Complaint #6 - Change in allowable tenants may not be consistent with housing requirements.

The HRA reviewed the facility handbook and read that "MHA was created in 1940 to assist low-income residents. In 1941 the first residents began moving into the 184 units located at Spring Brook Courts. They consisted of a mix of low-income individuals and military personal and their families. In 1971 MHA could build Spring Valley for housing elderly. As HUD loosened rules regarding elderly housing to include singles, MHA found that they could serve more individuals by also adding Hillside Heights in 1971 to their holdings. The three developments sit on a combined total of more than 40 acres of land. MHA currently serves a multi-ethnic population." The handbook describes Spring Brook Courts as a family development with 54 1-bedrooms, 87 2-bedrooms, 31 3-bedrooms, and 12 4-bedrooms. The Spring Valley facility is described as a senior/singles development with 130 efficiencies and 51 1-bedrooms while the Hillside Heights is also described as a senior/singles development with 77 efficiencies,

41 1-bedrooms and 1 2-bedroom. The resident handbook has no date of creation. On the Moline Housing Authority website, the different complexes are all listed as general occupancy but then are also described the same as in the handbook. The staff stated they have no licensure documentation for the facility. Through reviewing all of the documentation, the HRA saw no evidence stating that the MHA facilities are designated.

The HUD regulations read "(a) Priority for occupancy. Except as provided in paragraph (c) of this section, in determining priority for admission to designated housing, the PHA shall make units in the designated housing available only to designated families" (24 CFR 945.303). Additionally the regulations define designated families as "Designated family means the category of family for whom the project is designated (e. g., elderly family in a project designated for elderly families)" and designated housing as "Designated housing or designated project means a project (or projects), or a portion of a project (or projects) (as these terms are defined in this section), that has been designated in accordance with the requirements of this part" (24 CFR 945.105).

Complaint #6 - Conclusion

In reviewing the facility handbook and website, the HRA saw no evidence that the Moline Housing Authority was designated to a specific group, only to specific apartment sizes, and because of this, the HRA finds this complaint **unsubstantiated.**