



FOR IMMEDIATE RELEASE

**East Central Human Rights Authority
Case #17-060-9007
Village Apartments**

Case summary: The HRA substantiated the following complaints; 1. A 7-year resident was inappropriately denied a lease renewal after voicing complaints concerning new management. 2. There is an inadequate grievance process. And 3. False allegations were made against a resident without consideration of her side of the situation. The provider response was accepted by the HRA but not made public.

Report of Findings

The East Central Regional Human Rights Authority (HRA), a division of the Illinois Guardianship and Advocacy Commission, accepted for investigation the following allegations concerning Village Apartments, located in Rantoul, Illinois and operated by Rosecrance Health Network.

Complaints:

- 1. A 7-year resident was inappropriately denied a lease renewal after voicing complaints concerning new management.**
- 2. There is an inadequate grievance process.**
- 3. False allegations were made against a resident without consideration of her side of the situation.**

If found substantiated, the allegations represent violations of regulations governing Housing and Urban Development (HUD) (24 CFR 5.858, 861; 8.6; 247.3, 891.310, 415, 425).

According to its website, Rosecrance “*is a private not-for-profit organization offering behavioral health services for children, adolescents, adults and families throughout the country.*”

Village Apartments is described as follows: “*Village Apartments in Rantoul, A Department of Housing and Urban Development supported apartment complex with a combination of 13 one and two bedroom units for individuals or families who have household members who have a psychiatric disability and are low or extremely low income. Supportive services are available on site, however tenants are not required to participate in order to lease units in this building.*”

The HRA proceeded with the investigation having received written authorization to review the resident's record. To pursue the matter the HRA completed a visit to the administrative office where program representatives were interviewed. Relevant practices, policies and sections of a resident's record were

reviewed. To follow up the HRA staff made an impromptu visit to the apartment complex itself.

Interviews

Staff began by explaining that there was a merger in July 2016 and the agency currently provides both mental health and substance abuse services. The apartments are licensed under Housing and Urban development (HUD) guidelines and through an 811 special grant, which supports housing for individuals with disabilities. All apartments are for people with mental health disabilities. Only people determined “disabled” by Social Security are eligible to live there. The agency sponsors 7 apartment properties and the one in question is the only one located in Rantoul. The Rantoul property is for people with disabilities needing very little support. Other apartment buildings are available for persons needing more supportive services.

In terms of staffing levels for the apartment complexes, staff explained that there are 9-10 case-managers, 2 full time residential case-managers and supportive services when needed. There are no staff on site at the Rantoul complex. There is no average length of stay in the apartments, and there is frequent movement in and out of these apartments. Recently 3 individuals moved out because of physical disabilities. The geographic area served is typically Champaign County and the surrounding areas.

The HRA asked about crisis care at Rosecrance. Staff explained that there is a 24 hour crisis team, with 7 crisis workers and 2 crisis supervisors. There is also a 24 hour call-in line if a client has lost keys. If there are crime related issues, clients are advised to call the police. The HRA asked what kind of outreach efforts are provided to clients who are struggling with disabilities. Staff responded they can do wellness checks.

The HRA asked about the diagnosis of the resident represented in this case. The staff explained that diagnostic information was not provided, and the resident did not consent coordinated care which would have offered more clinical information. The resident was offered case-management services outside of their agency. A specific diagnosis is not a requirement to live at the complex; an eligible resident just has to be an adult with a mental illness. Tenant files are kept separate from mental health files and the resident in this case was only a tenant.

The HRA inquired about the resident’s eviction; Staff stated that she had been warned that her lease might not be renewed if she continued to have behaviors. She was not evicted, but after she had not paid her rent for two months they were starting the eviction process. Staff stated that the agency offered to provide reconciliation services. The HRA asked if she could have been eligible for a more supportive living environment. Staff responded that she had a 21 year old daughter living with her which would have prevented her from moving to a more supportive environment.

When asked about any client grievances, staff reported that the resident submitted grievances through the ombudsperson and through HUD. Examples of grievances included the client slipping on the ice and someone having left a TV in front of her door. Neither the ombudsman nor the apartment manager in place at the time of the individual’s residence at the apartment complex is still employed with the agency.

Staff stated that this resident reported incidents and, according to staff, the resident made false allegations as video taken of the incidents did not support her claims. Staff stated that video supported that the resident’s daughter was knocking on other residents’ doors. The resident then voiced concerns that her complaints were not addressed as per staff. Staff indicated that there

was possibly a personality conflict with another resident. The facility does not usually review videos unless there is an issue. However, the agency no longer had the video and there is limited documentation of how issues were resolved. Staff stated that they would just take care of issues when they came up. The HRA team explained that documentation of resident complaints by staff would be a reasonable expectation.

The HRA asked about rights policies. Staff explained that rights information is provided and discussed with a resident at intake who then signs an acknowledgement of receiving the handbook. Then, rights information is reviewed annually with the client. Staff reported that rights information was provided. Regarding staff training on client's rights, the agency stated that training on rights and responsibilities is provided, at hire, and is ongoing after hire.

With regard to the resident, staff stated that the resident understood her rights and asserted them. She voiced her complaints and scheduled a meeting with the case-managers to discuss. Staff indicated that the resident seemed to have the capacity to understand the grievance process and completed complaint forms independently. She also requested documents from the landlord for verification purposes. Staff reported that the resident had been a difficult tenant with behaviors and she needed additional supports. Staff verified that the resident kept her apartment clean and always paid her rent until the last two months of her stay. Staff stated that they were unsure of when she moved out.

The HRA inquired about agency quality assurance protocol, such as supervisory oversight, surveys, etc. Staff responded that they do a monthly inspection to check for pests and a quick safety check. When asked about the types of training available to staff, staff responded that there is ongoing training and an expectation for training.

After the site visit the HRA received a letter dated 3/2/2017 explaining that due to staff turnover in the past year and a previous reliance on email for documentation, they understood the concern for recording the follow-up to tenant complaints in the tenant record. As a result the tenant complaint form has been revised to add a section for follow-up at the bottom of the new form. This new Tenant Concern Form (no date) was implemented at both of their apartment complexes on 3/2/2017 as per the correspondence.

The new Tenant Concern Form included a section for the tenant to explain his/her concern, related dates and times and details regarding the concern. The form also asked if the police were involved in the matter. The form requires that the tenant sign confirming accurate and truthful reporting. On the bottom of the form was a place for staff to follow up with a signature line and date which the previous document did not have.

Impromptu Visit to Village Apartments

In May 2017, HRA staff made a brief, unannounced stop at the apartment complex in Rantoul to view the common, public areas. No one answered the door; the HRA left and returned approximately an hour later. Upon the HRA's return, a resident answered the door to the common area. The resident was scolded by another resident stating she had previously been "written up" for letting a neighbor's friend in the building. The HRA staff explained that they worked for the State and safeguarded the rights of people with disabilities. HRA staff displayed their state identification badges and provided HRA business cards. It was explained that the HRA was confirming the posting of rights information in a public area and was shown a board by the entrance. There was no rights information posted, but there was a resident complaint

form. However, it was the same form the former resident used when she lived in the apartments, and not the new updated document that was sent to the HRA after the initial site visit. When the resident voiced concerns about the HRA's presence in the common area, the HRA respected the resident's concerns and exited the building. It did not appear that there were hours posted when staff would be available at the apartments or a known mechanism for contacting staff when needed.

Records Reviews

Lease Agreement

The resident's lease agreement from 3/1/2015 to 2/29/2016 was reviewed by the HRA. It explained requirements of renting the apartment, the amount due from the resident and a checklist for lease agreement. Under the rules section, it stated that the tenant agreed to obey the house rules which were listed in an attachment to the lease and included the Resident Handbook. The lease explained that the apartment complex in Rantoul is "*supportive housing for persons with disabilities.*" The agreement was entered into on 2/3/2015 between the Housing Corporation II-C and the resident. It further stated: "The landlord leases to the tenant and the tenant leases from the landlord the dwelling unit in the project known as Village Apartments for the term of one year commencing on the first day of March 2015 ending on the 29th day of February 2016."

In section 8B, the lease further explained that the landlord may terminate the agreement as governed by HUD regulations (24 CFR 891.4:30 and part 247). According to the lease, the HUD regulation provides that the landlord may terminate this agreement only under the following circumstances:

- The landlord may terminate effective at the end of the initial term or any successive turn by giving the tenant notification in a manner prescribed in paragraph G below that the terms of this agreement is not renewed and this agreement is accordingly terminated. This termination must be based upon either material non-compliance with this Agreement until your failure to carry out obligations under this any state landlord or tenant Act, or criminal activity that threatens the health, safety, or right to peaceful enjoyment of the residence by persons residing in the immediate vicinity of the premises; any criminal activity that threatens the safety or health of any on-site project management staff responsible for managing the premises, or any drug-related criminal activity on or near such premises, engaged in by the resident, any member of the residents household or any other person under the residents control; or other good cause. When the termination of this tendency is based on other good cause the termination provisions of this Agreement, but in no case earlier than 30 days after receipt by the tenant of the notice...."

According to Section I of the lease, the landlord may terminate this agreement for the following reasons:

1. Drug-related criminal activity engaged in, on or near the premises, by any tenant, household member or guest or any such activity engaged in on the premises by any other person under the tenants control;

2. Determination made by the landlord that a household member is illegally using a drug;
3. Determinations made by the landlord that a pattern of illegal use of a drug interferes with the health, safety, or right to Peaceful enjoyment of the premises by other residents:
4. Criminal activity by a tenant, any member of the tenants household, guests or another person under the tenants control:
 - a) that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents parentheses including (property management staff residing on the premises); or,
 - b) that threatens the health, safety, or right to peaceful enjoyment of the residents by persons residing in the immediate vicinity of the preferences;....”

Resident Handbook (2009)

Upon review of the Resident Handbook, the HRA noted the following resident conduct statement: "... a tenant shall not conduct himself/herself in a way that causes danger or threat of danger to an employee or other tenants of the building. Addressing others with profanity in and abusive manner will not be tolerated. If the tenant has a reason to complain about a staff member, that complaint should be addressed to the director of residential services...."

Another section titled, Building Security, stated: "This building is a secured facility. Each apartment is equipped with built-in safety features. It is a tenant's responsibility to use these features for everyone's protection. The inside entry door will be locked at all times; tenants will have to use the apartment keys to gain access to the complex. Each apartment is equipped with an intercom security system. Visitors will need to buzz the apartment upon arrival at which time the tenant will have to escort his or her visitor from the front door to their apartment. Tenants are not allowed to let any individuals into the building who are not their guests. This is a serious safety issue. If a tenant allows someone into the building who is not his or her guest and problems arise, that tenant will be held responsible. Additionally no entry of exit doors can be propped open for any reason. All infractions to the security policy will be subject to lease violations...."

Client Complaints Documentation

In the resident's record, the HRA found a single page in which resident complaints were documented by a staff person. Of note, on 9/15/2015, the resident attended a meeting to discuss issues with the apartment manager, including conflicts with neighbors and a specific manager who attended the meeting. It was summarized that the meeting was held to hear the resident's concerns, that they wanted the best for everyone, and that going forward the only contact the resident would need with the certain apartment manager would be for monthly inspections, annual recertification and household related emergencies when the manager would be on call. Appeal rights were given which included a self-addressed envelope and notice that appeals filed would not result in retaliation or denial of services. There was a letter that summarized what had happened at this meeting. The documentation was from a registered nurse who was identified as the customer relations coordinator. At the end of the letter, it was explained that the resident had

the right to appeal to the CEO and that the appeal would not result in retaliation or denial of services.

Less than four months later, on 1/8/2016, it was documented that the resident was being evicted from the apartments and that she felt specific apartment staff were being very unfair and lying about her. The documentation stated that the eviction was explained to her verbally and in writing and that the supervisor was acting on behalf of a HUD employee manager. It was also stated that the resident rejected the help of a case manager. HUD complaint numbers were provided to the resident according to documentation.

Payment Record

The HRA reviewed the client payment record which started on March 2009 and ended on February 2016. The client had not missed a payment of her rent from March 2009 until January 2016. The apartment complex had actually lost one of the resident's payments on October 2011 and the client had stopped payment and reissued another payment on 3/5/12. Per the record, the resident had not paid rent for January 2016 and February 2016.

Violation Notices

The HRA examined the resident's record for any violation notices that had been issued to the resident from January 2015 through March 2016. The first one is dated 8/14/2015 with regard to the resident's daughter and relates to a guest entering through the back door of the building; it reminded the resident that the building is a secured facility. The notice stated that "...Each apartment is equipped with built-in safety features. It is the tenant's responsibility to use these features for everyone's protection. The inside door will be locked at all times; tenants have to use the apartment key to gain access to the complex. Each apartment is equipped with an intercom system. Visitors will need to buzz the apartment upon arrival, at which time the tenant will have to escort his or her visitor from the front door to the apartment. Tenants are not allowed to let any individuals in the building who are not their guests. This is a serious safety issue. If the tenant allows someone into the building who is not his or her guest and problems arise, that tenant will be held responsible. Additionally no entry or exit doors can be propped open for any reason. All infractions to the security policy will be subject to lease violations. Continued violations could result in further action up to including non-renewal of your lease...."

There were three letters all sent and dated **11/04/2015**. Each one explained the various infractions that allegedly occurred on three different days and all ended with the same statement: ***"Due to a long history and pattern of these types of complaints, we would not recommend the renewal of your lease. Your current lease will end in 2/28/2016. This letter serves as more than a minimum 30 days' notice required by HUD."*** However the various incidents cited on all three letters occurred on **9/26/15, 10/2/15, and 10/26/2015**.

The first date referenced was **9/26/2015** at which time it was alleged that the resident and her daughter were in direct violation of the residential lease's stated right of any tenant to the quiet enjoyment of leased premises and referenced a confrontation with another resident on that date. The next date referenced on the second letter dated 11/04/2015 was regarding a disturbance that occurred on **10/2/2015** between 11:00 - 11:30 p.m. indicating that "Visual evidence confirms that your daughter was knocking on tenants' doors at that time."

The third letter dated 11/04/2015 references a resident complaint regarding a conversation that took place in the morning of **10/26/2015**. The letter stated that "...you accused another resident of illegal activities. Additionally you stated your word would not be questioned because the incident in question was on camera."

Another violation notice was sent on 12/10/2015 stating that the resident was in violation of the lease for loud music coming from her apartment on 12/4/15, 12/5/15 and 12/6/15.

On 1/15/16 and 2/16/16 the complex sent the resident letters requesting the remittal of her rent for January and February of 2016. On 2/22/16 two other violation notices were sent: one with regard to another confrontation with a neighbor and the second with regard to her rent.

On 2/26/16 two letters were sent to the tenant. One stated "We have received your recent Tenant Concern Form yesterday, 2/25/2016. Your lease is not being renewed due to serious violations of the lease. You have received seven violation notices since August 2015. The most serious violation is that you did not pay your rent for January 2016 and February 2016. You were notified on 11/4/2016 that we were not going to renew your lease. While we understand your concerns as you have stated them in your complaint there are no options left, but a move out on February 29, 2016 as discussed and documented."

The second letter dated 2/26/16 was titled, **Notice of Eviction**. The letter's second paragraph explained that: "This is an eviction notice - it is notification that you are in substantial violation of the residential lease regarding rent payments. This issue is also addressed in your 'Resident Handbook' and in 'Resident Rights and Responsibilities.'"

Tenant Concern Forms

The resident completed Tenant Concern Forms regarding a concern in January 2016 and 3 incidents in February 2016. The reported concerns/allegations were listed as follows:

- Allegedly a big floor model TV had been placed in front of the resident's door blocking her exit which almost caused the resident to fall.
- An employee of the complex coming into her apartment without allowing the resident adequate time to answer the door to let her in. The employee did not speak or address the resident. She left lights on in the apartment and left slamming the door.
- Concerns by the resident of having her name slandered by apartment complex staff and being kicked out of her apartment because of gossip and rumors.
- The resident had attempted to have a meeting with staff, before things had gotten out of hand. Many issues had been ignored since September 2015.
- Issues with ice in front of the entry of the apartment causing resident to slip and fall.
- Another resident holding her middle finger toward the resident and using profanity towards the resident. The same resident screaming at her smelling of alcohol.

Attached to the Tenant Concern Forms was a note by Rosecrance staff stating there was no response to the resident because the resident abandoned/moved out of the apartment. It was dated 4/1/2016.

Landlord References from Village Apartments on Behalf of the Resident

The HRA reviewed landlord references that were included in the record of the resident. The first one was dated 2/10/16 which documented that the date of the move in was 3/16/2009, the amount of rent that was paid, that the apartment was kept in satisfactory condition, that proper notice was given, and the scheduled date of moving out was 2/28/16. It documented complaints/problems as being friction with neighbors. It was completed by the director of Residential Services.

The second resident verification was completed by the Secretary of Housing Corporation which documented the resident's tenancy from 3/16/2009 to 3/15/2016. It stated that the resident was not current on the rent and they had not received rent for some months. Under the section labeled "how often" it said twice. It did document that the applicant kept the residence clean, but had not paid for normal cleaning expenses. It stated that the resident created physical hazards to the project or tenants and that the resident did interfere with the rights and the quiet enjoyment of other tenants.

Police Records

The HRA sent a FOIA request to the Police Department for interactions with the resident. There was documentation of the resident being injured after falling and hitting her head on a day when the temperature was between 16-26 degrees that day as per a website that tracks weather condition history at a particular location. The website also indicated that there had been a small amount of precipitation a couple of days prior.

There were 4 dates that involved harassment issues between the resident and another resident pertaining to allegations of money owed and swearing. The resident called the police on one occasion about a TV placed front of the resident's door. It was believed to be from the resident who was involved in former conflicts. Then, the resident called the police with allegations of battery involving the same neighbor; the police the officer stated he would review the video surveillance and take the other neighbors' statements before proceeding.

On another occasion, the resident called the police about hearing things outside her apartment and stated crazy things are going on outside of her apartment.

There were 2 dates in which an ambulance was needed for assistance with illness.

Per review of the county circuit clerk's web page docket search, it does not appear that any charges were filed against the resident or her neighbor involved in the previous conflicts. There was no evidence that either party pursued each other through legal avenues or had been prosecuted by the city, the apartment complex or anyone else.

Policy Reviews

Residents' Rights and Responsibilities (No date)

The HRA reviewed the residents' rights and responsibilities booklet provided to each client. Under rights involving your apartment it states:

- “The right to live a decent, safe, sanitary housing that is free from environmental hazards such as lead-based paints hazards.
- The right to have repairs performed in a timely manner, upon request, and have a quality maintenance program run by management.
- The right to be given reasonable notice in writing of any non-emergency inspection or other entry into your apartment.”

Under rights involving resident organizations, the following statement is included: “The right to be recognized by property owners and managers as having a voice in residential Community Affairs.”

Non-discrimination is described as: “The right to equal and fair treatment and the use of your building services and Facilities, without regard to race, color, religion, gender, disability familial status (children under 18) national origin, (of ethnicity or language), or in circumstances, age.”

The tenant’s responsibilities to the property owner or management agent is stated as: “Complying with the rules and guidelines that govern your lease....”

Under responsibilities to the project and to your fellow residents the policy requires the following of tenants: “Conducting yourself in a manner that will not disturb your neighbors, not engaging in criminal activity in the unit, common area or grounds, keeping your unit clean and not littering the grounds or common areas and along with that was complying with local codes that affect the health and safety of other residents....”

Furthermore, the policy requires the “Reporting [of] any apparent environmental hazards to the management, such as peeling paint - which is a hazard if it's lead-based payment and any defects in the building systems, fixtures, appliances or other parts of the unit, the grounds, or related facilities....”

Client Complaint, Grievance, and Appeal policy, Rule and Procedure (04/2016)

The HRA reviewed this policy which explains the hierarchy of a client complaint starting with a report to a staff member and the procedure for dealing with that complaint. If the tenant is still dissatisfied, the supervisor would be notified and become involved. If the tenant continues to be dissatisfied, the tenant may register a grievance by completing a client grievance form that would be given to the ombudsman. The ombudsman would then inform the chair of the clinical review team or the chair’s designee of the formal grievance and request a clinical team review of the grievance at the next meeting.

The clinical review team chair (CRT) or designee would report the committee's decision to the client in writing, and verbally, if possible, no later than 10 business days after the meeting.

If the client is dissatisfied with the CRT decision, he\she may register and appeal to the Chief Executive Officer by completing the client appeal form. The client must file the client appeal form, provide a valid mailing address and give the form to the ombudsman. The ombudsman’s response to the client appeal would be in writing and be provided verbally, if possible.

Mandates

According to HUD regulations (**24 C.F.R. § 247.3**):

The landlord may not terminate any tenancy in a subsidized project except upon the following grounds:

- (1) Material noncompliance with the rental agreement,
- (2) Material failure to carry out obligations under any state landlord and tenant act,
- (3) Criminal activity by a covered person in accordance with sections 5.858 and 5.859, or alcohol abuse by a covered person in accordance with section 5.860. If necessary, criminal records can be obtained for lease enforcement purposes under section 5.903(d) (3).
- (4) Other good cause. No termination by a landlord under paragraph (a)(1) or (2) of this section shall be valid to the extent it is based upon a rental agreement or a provision of state law permitting termination of a tenancy without good cause. No termination shall be valid unless it is in accordance with the provisions of § 247.4.

(b) Notice of good cause. The conduct of a tenant cannot be deemed other good cause under § 247.3(a) (4) unless the landlord has given the tenant prior notice that said conduct shall henceforth constitute a basis for termination of occupancy. Said notice shall be served on the tenant in the same manner as that provided for termination notices in § 247.4(b).

(c) Material noncompliance. The term material noncompliance with the rental agreement includes:

- (1) One or more substantial violations of the rental agreement;
- (2) Repeated minor violations of the rental agreement that:
 - (i) Disrupt the livability of the project,
 - (ii) Adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment of the leased premises and related project facilities,
 - (iii) Interfere with the management of the project, or
 - (iv) Have an adverse financial effect on the project;
- (3) If the tenant:
 - (i) Fails to supply on time all required information on the income and composition, or eligibility factors, of the tenant household, as provided in 24 CFR part 5; or
 - (ii) Knowingly provides incomplete or inaccurate information as required under these provisions; and
- (4) Non-payment of rent or any other financial obligation due under the rental agreement (including any portion thereof) beyond any grace period permitted under State law, except that the payment of rent or any other financial obligation due under the rental agreement after the due date, but within the grace period permitted under State law, constitutes a minor violation.

HUD regulations (**24 C.F.R. § 891.415**) also address tenant household requirements and requires the household to:

- (1) Pay amounts due under the lease directly to the Owner (or Borrower, as applicable);
- (2) Supply such certification, release of information, consent, completed forms or documentation as the Owner (or Borrower, as applicable) or HUD determines necessary, including information and documentation relating to the disclosure and verification of Social Security Numbers, as provided by 24 CFR part 5, subpart B, and the signing and submission of consent forms for the obtaining of wage and claim information from State Wage Information Collection Agencies, as provided by 24 CFR part 5, subpart B;
- (3) Allow the Owner (or Borrower, as applicable) to inspect the dwelling unit or residential space at reasonable times and after reasonable notice;
- (4) Notify the Owner (or Borrower, as applicable) before vacating the dwelling unit or residential space; and
- (5) Use the dwelling unit or residential space solely for residence by the household (or family, as applicable) and as the household's (or family's) principal place of residence.

With regard to lease requirements, HUD (**24 C.F.R. § 891.425**) requires the following:

- (a) Term of lease. The term of the lease may not be less than one year. Unless the lease has been terminated by appropriate action, upon expiration of the lease term, the household and Owner (or family and Borrower, as applicable) may execute a new lease for a term not less than one year, or may take no action. If no action is taken, the lease will automatically be renewed for successive terms of one month.
- (b) Termination by the household (or family, as applicable). All leases may contain a provision that permits the household (or family) to terminate the lease upon 30 days advance notice. A lease for a term that exceeds one year must contain such provision.
- (c) Form. The Owner (or Borrower, as applicable) shall use the lease form prescribed by HUD. In addition to required provisions of the lease form, the Owner (or Borrower) may include a provision in the lease permitting the Owner (or Borrower) to enter the leased premises at any time without advance notice when there is reasonable cause to believe that an emergency exists.

Under the topic of “General Provisions,” HUD regulations (**24 C.F.R. § 8.6**) require:

- (a) The recipient [apartment complex] shall take appropriate steps to ensure effective communication with applicants, beneficiaries, and members of the public.
 - (1) The recipient shall furnish appropriate auxiliary aids where necessary to afford an individual with handicaps an equal opportunity to participate in, and enjoy the benefits of, a program or activity receiving Federal financial assistance.

(i) In determining what auxiliary aids are necessary, the recipient shall give primary consideration to the requests of the individual with handicaps.

(ii) The recipient is not required to provide individually prescribed devices, readers for personal use or study, or other devices of a personal nature.

(2) Where a recipient communicates with applicants and beneficiaries by telephone, telecommunication devices for deaf persons (TDD's) or equally effective communication systems shall be used.

(b) The recipient shall adopt and implement procedures to ensure that interested persons (including persons with impaired vision or hearing) can obtain information concerning the existence and location of accessible services, activities, and facilities.

Additional HUD regulatory provisions are as follows:

In addition to the applicable project standards in § 891.120, the following special standards apply to the Section 811 Program and to projects funded under §§ 891.655 through 891.790:

.... (b) Additional accessibility requirements. In addition to the accessibility requirements in § 891.120(b), the following requirements apply to the Section 811 Program and to projects funded under §§ 891.655 through 891.790:

(1) All entrances, common areas, units to be occupied by resident staff, and amenities must be readily accessible to and usable by persons with disabilities.

[24 C.F.R. § 891.310]

The lease must provide that drug-related criminal activity engaged in on or near the premises by any tenant, household member, or guest, and any such activity engaged in on the premises by any other person under the tenant's control, is grounds for you to terminate tenancy. In addition, the lease must allow you to evict a family when you determine that a household member is illegally using a drug or when you determine that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents. **[24 C.F.R. § 5.858]**

You may terminate tenancy and evict the tenant through judicial action for criminal activity by a covered person in accordance with this subpart if you determine that the covered person has engaged in the criminal activity, regardless of whether the covered person has been arrested or convicted for such activity and without satisfying a criminal conviction standard of proof of the activity. **[24 C.F.R. § 5.861]**

Conclusion

On the first complaint, a **7-year resident was inappropriately denied a lease renewal after voicing complaints concerning new management**, the HRA reviewed the record, sent a FOIA request to the local police department, and completed website court record searches to see if there was any possible criminal involvement by the tenant or a member of her household that would threaten the health, safety, or right to peaceful enjoyment of the premises, but there was

no evidence of any drug-related criminal activity or criminal activity by the tenant. There were allegations that her daughter was knocking on people's doors at around 11:00 pm at night and allegedly there was video to support this allegation, but the video no longer existed when the HRA requested a copy of it.

The resident had one violation that occurred in August during this lease before a meeting was held to address her complaints on 9/15/ 2015. Meeting notes of client concerns document there would be no retaliation or denial of services after that meeting. However she received three lease violations all dated November 4th 2015, but for infractions that allegedly occurred on 9/26/2016, 10/2/ 2016 and 10/26/2016. Each letter included a statement referencing a long history and pattern of these types of complaints as well as a recommendation that the agency would not recommend lease renewal, that the current lease would end on 02-28-16 and the letter served as the minimum 30 days' notice required by HUD.

Pursuant to HUD regulations (24 CFR 247.3 (b)) regarding notice of good cause. "the conduct of a tenant cannot be deemed other good cause under 247.3 (a) 4 unless the landlord has given the tenant prior notice that said conduct shall henceforth constitute basis for termination of occupancy...." The decision by Rosecrance to mail all three notices at once for dates that span almost 4 weeks apart set the resident up as being a repeated offender without any due process between incidents that would allowed her an opportunity to challenge, appeal, and grieve allegations against her or to at least improve her situation if the allegations were indeed legitimate. Furthermore this resident by the very nature of the type of housing that is provided to her is one with a psychiatric disability and may have needed assistance to effectively challenge and defend herself from this lease termination and the multiple allegations presented all at once. Due to the lack of documentation, there is also no substantial evidence to support the allegations against the resident except for one person's word against another. **This same tenant with the psychiatric disability had managed to live in these apartments for almost seven years; she paid her rent for 82 months until her last 2 months of tenancy and she maintained a clean residence.** In January of 2016 after she advocated for herself by pursuing grievances, she subsequently received a notice on 2/26/2016 that the only thing she could do was vacate the premises and that she had been appropriately noticed on 11/4/2016 that they were not going to renew her lease. HUD regulations require a landlord to take appropriate steps to ensure effective communication with tenants. Considering how this lease termination was handled by staff communication was anything but accessible for this tenant with disabilities. There was no documented evidence that the claims against the tenant were thoroughly investigated, that the tenant had an opportunity to refute the claims, that the tenant had an opportunity make improvements regarding her situation or that she was able to access any psychiatric support to prevent this termination or to assist her to prevent homelessness when her lease was terminated. This lease termination was greatly lacking evidence of wrongdoing by the resident and the process of giving multiple notices at once without adequate recourse, was inconsistent with HUD termination and good cause requirements. **Based on the lack of evidence to support the lease termination, this complaint is substantiated.**

The HRA makes the following recommendations:

- **Follow HUD guidelines when it comes to lease termination.**

- **Ensure that documented evidence supports lease termination or eviction. Evidence such as a video should not be erased if it is the basis of a lease termination or eviction.**
- **This apartment is listed as supportive housing for people with psychiatric disabilities. Ensure that supports are offered and documented in the record of a tenant facing a lease termination and eviction.**
- **If repeated incidents are the basis of termination, ensure that residents have timely notice between incidents to address or correct a situation.**

The HRA also takes this opportunity to suggest that since the resident had stated in her client concerns she was facing homelessness, that she should be offered an opportunity to return to Village Apartments and given a fresh start. If she owes back rent she could pay it back over time.

On the second complaint and third complaints **there is an inadequate grievance process and false allegations were made against a resident without consideration of her side of the situation**, the policy and procedures appear to be adequate if followed. Once again there was little to no evidence that they were. There was documentation that the resident had concerns but limited evidence as to how or if those concerns were addressed except reference to viewing a video for one incident involving the tenant's daughter and some guidelines set for an employee's interactions with the resident which seems to imply some type of staff to resident conflict. Other incidents involved a conflict with another resident and reports of loud music with no documented attempts of investigating the incidents or any documented evidence. Also, it was unclear from the documentation as to any attempt to inquire as to why the daughter might have been knocking on other tenants' doors. Although there is documentation that appeal information was provided, it is unclear if information on the grievance process, ombudsman services or a review by the CRT was provided to the individual. There also did not appear to be an opportunity to grieve each allegation individually and in a timely manner when incident notices for different dates were given simultaneously. The resident concern form which Village Apartments management had updated was not being used even though the HRA was told in writing that it would be. The HRA also notes that at least two of the resident's concerns appeared to be legitimate based on documentation external to the agency: the television set left in the resident's doorway and lack of snow removal that led to an injury from a fall on the ice.

The agency's grievance process requires the availability of various grievance mechanisms to resolve tenant concerns. HUD regulations require "good cause" to terminate any tenancy. The HRA contends that the agency bears the burden of ensuring HUD requirements for lease termination have been met.

Due to the lack of opportunity to grieve individual incident notices as well as the lack of documentation as to how the resident's concerns were addressed, the HRA substantiates the allegation regarding the inadequate grievance process. Due to the lack of documentation regarding any investigation of the incidents that led to the resident's lease termination, the HRA substantiates the allegation that allegations were made against a resident without consideration of her side.

The HRA makes the following recommendations:

- **To ensure that HUD guidelines for termination are met, investigate incidents that could lead to termination. Document the investigation and evidence. Provide timely notices to residents of incidents.**
- **To ensure that the agency's grievance process is met, document staff follow-up to resident concerns, complaints and grievances as well as the provision of information about the various available grievance options.**
- **Ensure that the newly created grievance form developed to better document responses to grievances is made available to tenants and posted in apartment complex common areas as previously indicated by the agency to the HRA.**

Comment:

When the HRA staff made an impromptu stop at the apartment complex in Rantoul, no staff were available, there were no posted hours of when staff would be available, and there was no obvious mechanism for visitors or residents to reach staff if needed. There were no resident rights posted in the common area.

- **Since Village Apartments is supportive housing for people with psychiatric disabilities, at a minimum there should be posted hours when staff would be available as well as a mechanism to reach staff when needed. The HRA staff observed first hand residents with psychiatric disabilities bearing the responsibility of policing other residents.**
- **The Mental Health and Developmental Disabilities Code (405 ILCS 5/2-200) requires the posting of resident rights information. Resident rights should be posted in the commons area as well as third party advocacy information.**