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HUMAN RIGHTS AUTHORITY - PEORIA REGION
REPORT OF FINDINGS

Case #17-090-9018
Angler's Manor

INTRODUCTION

The Human Rights Authority (HRA) opened an investigation after receiving complaints of possible rights violations involving Angler's Manor. The allegations were as follows:

- 1. Retaliation against residents for voicing complaints.**
- 2. Inadequate building maintenance.**
- 3. Inadequate resident safety, including a tenant was harassing residents in the facility and nothing was being done to resolve the situation.**
- 4. Inadequate resident grievance process.**
- 5. Lack of resident assistance with moving furniture during bed bug treatment and no reimbursement for items needing replaced because of the infestation.**

If found substantiated, the allegations would violate Housing and Urban Development (HUD) regulations (24 C.F.R. 982 and 24 CFR 100). The facility services seniors that qualify who are 62 and over. The facilities are project based section 8 housing administered by the Illinois Housing Development Authority. There are 102 residents in 96 units. 95 of the 96 units are designated as Section 8 – tenant based assistance; housing choice voucher program and 1 unit is market rate (conventional rental that is not restricted by affordable housing laws). The facility has 4 staff which consist of a property manager, leasing assistant, and two maintenance/janitorial staff. They provide no health services or programs to the residents.

Complaint Statement

Allegedly the residents at the facility fear eviction if they voice complaints to management. One allegation states that the resident manager said that she can “get rid of” anyone that she wants and on one occasion, presented a complaint form and a 30 day notice to move from the facility to residents, and said that the tenants could complete the complaint form or move from the facility.

Another allegation states that there is inadequate building maintenance. Reportedly, there are spots on the walls that the facility cannot afford to clean, once the recycling room was full for the

entire weekend and not cleaned until Monday leaving the recycling all over the floor, the carpet is unclean, and siding on the building is torn off and not covered. The allegations also state that the carpets are only cleaned monthly with a sweeper and they are not cleaned thoroughly. There were also bed bugs in the complex but the apartment above the infested apartment was not inspected nor was the apartment below as per the complaint. Also, only a few units were treated and the bed bugs spread. Additionally, the residents were never made aware of the bed bug infestation and were never informed about what was being done to eliminate the infestation. The facility also reportedly has cockroaches in an area of boxes and nothing was done to exterminate, including the boxes not being moved. The allegations state that painting and parking lot projects that were started were never finished, and staff work on other facilities rather than maintaining Anglers Manor. The building is also supposed to be smoke free but administration said there are too many empty apartments so they allow residents to smoke.

The allegations also state that there was a tenant in the building that was harassing residents but nothing was done to resolve the situation. The individual chased a woman and would also knock on other tenants' doors and then pretend that he did not knock. Additionally, the individual was a felon but was allowed to live at the facility as per the complaint.

Another allegation states that there is an inadequate grievance process. It is stated that if a complaint is brought to the building manager, she states that she did not see the action occur so there is nothing that can be done. Also, the individual in charge of building maintenance used profane language and nothing was reportedly done about the situation and it was never addressed.

Finally, tenants who were unable to move and dispose of their own furniture because of the bed bugs were not offered assistance by building staff and they were told that they have to replace their own furniture due to the bed bugs which was caused by the facility's lack of treating for the insects.

Interview with staff (7/12/2017)

The staff began by stating that they have no policy statement addressing retaliation for filing complaints but retaliation goes against "the grain of their jobs." Staff expressed that they do not know how to respond to the idea that if there is a complaint, residents will be evicted. They stated staff would not retaliate. Staff explained that the population is susceptible to everything terrible that could occur economically. They are coming from an impoverished background and the Manor provides housing. Staff said that the senior population tend to have more time on their hands and residents congregate and talk, which leaves time to dwell on the negatives, and issues escalate. The residents told them once that they were bored and needed more entertainment and then asked for a pool table or television, but certain residents did not want to share either items with other residents. Residents do not like residents on different floors. There is a lot of misinformation that is passed around. A staff member was once told that they heard he hates everyone on the 2nd floor. They have an open-door policy and if there is a complaint, the resident's name will be kept anonymous. If there is a complaint, staff investigate but many times they cannot substantiate because they do not have sufficient evidence. Sometimes it is thought that staff are doing nothing because there are no findings. They receive derivative information but they need a person to come to them with direct knowledge.

Staff explained that residents have been saying for years that the administrator made the statement that she could evict anyone but she has not, and the facility has only evicted one

person. Although they never share names, sometimes residents can tell where the complaint came from. Regarding the statement about making a complaint or moving, the staff knew where that came from. The facility was going to paint the hallways and there was a maintenance man patching the holes. The entire time the staff was working, they heard complaints from the tenants so they told the manager. The manager went upstairs and said "I have heard that you have complaints" and gave the tenants complaint forms. The manager explained that if the residents are truly unhappy they can give their 30 day notice and leave the facility. It was not presented as an either/or situation. Staff said that the complaints are not about something fixable, like a refrigerator not working, but complaints that they are unable to resolve. They have complaints about being bored or the facility looking like a nursing home. Every option has been exhausted so the tenants also have the option to move. The staff said that people are constantly complaining in the middle, common area and they would rather that did not happen because of new residents or people who might be touring. There is a core group of residents who are unhappy. Ownership even met with the residents once and came to the same conclusion over six years ago at a meeting.

As far as assistance with moving personal items, insurance will not allow the staff to touch personal items and they know if something was damaged, the facility would have to pay for it. Staff said that there is no housing that they know of that pays for replacement of items that need to be destroyed because of pests. The facility pays for all of the bedbug treatment.

The Department of Housing and Urban Development changed the rules regarding housing for people who have been charged with a felony. The screening process now denies people who have had felonies within the last 5 years and 3 years for evictions. Even with the evictions, if they have something worked out with another company, potential tenants still may be considered. Misdemeanors do not prevent tenancy. Sex offenders are denied as well. The person who was housed, had a felony that was 11 years ago (or older) for battery. He became a resident and did start to cause issues. The facility staff documented the resident's offenses but it took some time. The resident was harassing tenants and it was a three-month court process for eviction. The facility has secured entrances and the police are hardly ever contacted. They stated that very few incidents occur. All tenants have keys and then family members can get one but they need a background check. The key cannot be duplicated because it is a key fob. Visitors can be buzzed in or the tenants can physically let them in and they are only buzzed in through the main door. There are no security or staff overnight but they have never had an issue. Staff are at the facility from 8am to 5pm, Monday through Friday. Staff explained that the industry is very heavily regulated and they are randomly inspected twice a year by the Illinois Housing Development Authority and by HUD with 20 units being randomly inspected by these agencies. Residents are to care for their own apartment and keep it clean. Staff said that sometimes they are not compliant with HUD who evaluates every three years at a minimum and at their last HUD inspection they received 93% with no findings. They also have city inspections. They are currently removing all the brick and replacing it (which was viewed by the HRA). Staff said that it is a \$100,000 dollar project and some of the covering was pulled away because of a storm. Staff said the building is cleaned daily and they have the carpets cleaned twice a year with a deep cleaning.

Regarding the grievance process, the facility has a complaint form that can be completed. The form is then given to the house manager. The staff respond in writing within 5 days and if that does not resolve the issue, then the administrator is the next to attempt to resolve the issues. The administrator comes to the facility in person to try and resolve complaints. If the

administrator does not resolve the issue, then the tenants can speak with the Senior Vice President. They can also contact HUD and the other regulatory agencies. Staff have not received one grievance in writing for the last year. Staff said because of confidentiality, tenants have to trust that something is done because they do not see the action taking place. Most of the complaints they receive are noise related complaints. Much like other complaints, if staff are not there to see the issues, then they can send out a general letter to tenants. There was one tenant who made complaints about noise during the night and they asked that tenant to call the emergency maintenance telephone number so staff would be contacted and could hear the noise. In that case the noise was occurring. Staff explained that they used to have a resident council but it was more social than community activism. It dissolved because no one wanted to run the council. They could not force them to have a residential group and it is in the resident rights that they have the right to organize, but no tenants want to. Staff said they have not received a grievance that went to the VP in a year because the house manager has resolved their grievances. Also, at times the management and tenants compromise and “agree to disagree.”

The facility terminated a maintenance employee for using profanity on the job. He had been written up for using profanity and had to take a sensitivity class but then it occurred again and he was terminated. Staff said that tenants were not even going to complain about the incident and they were unaware of any issue with the new maintenance employee.

Staff explained that tenants can smoke in individual apartments but not in common areas except for an area outside. Tenants have historically been able to smoke in apartments but they are changing to a completely smoke free property. They try to give the residents a year in advance before they make a change. HUD regulations allows smoking. The facility is not public housing, it is privately owned with a Section 8 contract, which means they receive assistance in the rent and the facility is subject to the regulations for tenant based assistance; housing choice voucher program.

Staff said that the carpets are cleaned twice a year at the beginning of summer and at the end of fall. Inside the units, the tenants clean their own carpets. Maintenance is on call 24 hours a day and when contacted, they respond within 24 to 48 hours unless it is an emergency. The janitor vacuums and cleans the common areas. Also, a vacuum is used, not a sweeper. They are vacuumed throughout the week but there are some days where it is determined that vacuuming is not needed. There are complaints in the winter because of the salt. Staff explained that the issue with recycling is possible because they do not have anyone there on the weekend but it is the first action taken by the janitor on Mondays. If residents did see that the bin was overflowing, they could have taken the recycling outside to another dumpster or maintenance could have been called. As for the painting, they had some patches that were painted, but the original paint was so old, that they could not match the paint.

Staff discussed the bed bugs and they explained that they have 4 total units that had bed bugs in October 2016. They required an inspection of the original unit and also had a follow up inspection. They then noticed tenants had been bitten on the arms and they had that unit inspected again as well as the neighboring unit. The exterminators did not inspect the units above and below. They treated the first two units and on a third inspection they found more bugs which were cleared. A few months later, they had another unit that was infested. It was the same floor but a different hallway. Bugs were only found in the recliner but they completed an entire treatment plan. This one was discovered over the weekend and the tenants had called maintenance because they had bites. Even though it was over the weekend, they were treated on Monday and the tenants had already discarded some items. Exterminators checked the other

hallways and none had them. They even had a canine check the facility. They have not had a problem since this last occasion and it has been since January or February. They can only discuss the issue with the people who are in danger so they do not get alienated by the other residents. In this case, they did not know where the problem was, only the floor that had the issue. Staff explained they will not replace personal items and stated that they cannot afford to pay for the resident's personal belongings. If there is an issue with a mattress, the tenant would need to purchase a new bed or get a mattress encasement. A piece of furniture like a couch would need to be thrown away. As far as assistance, there was one tenant who said that they had no assistance but had a son present. No one else said anything about needing assistance. Another tenant had an aide that assisted him/her. Staff said that they have a reasonable accommodation policy and tenants are aware of it and have made requests. Tenants are introduced to the policy when they move-in.

Regarding the cockroaches, staff stated there was one morning when someone alerted maintenance about a box that had cockroaches. The maintenance person exterminated the bugs but left the box. Staff told him to throw away the box, which he did and there has not been an issue with the bugs since. The facility receives treatments from an exterminator every three months. They treat one floor per month and all the common areas. If a tenant has an issue, they will treat the unit while the exterminators are at the facility.

The staff explained that they started the parking project and only did one half but are going to complete the other half at a later date. They budgeted the project for two parts. After completing the first half, they had other maintenance issues and allocated the money towards those issues. Maintenance staff are not going to other buildings to work. They share duties with 26 other homes but maintenance attends the other homes on an "As Needed" basis. When they are needed, they usually leave on a Wednesday because they schedule one day a week for the work orders at the other homes unless there is an emergency. Because the other buildings are house and not apartments, it usually takes just one of the maintenance men that go unless it is a large job.

Facility Tour

The HRA toured the building including the common areas and hallways. The carpets appeared older with minor stains but overall the common areas appeared clean. The HRA viewed walls where there was patchwork completed but did not see patches that were not cleaned. The garbage area was clean on the day of the tour with nothing spilling over. The HRA saw a posted sign that stated "No Smoking Indoors or Within 15 Feet of Entrance." The building did have cover-up for the siding on all sides of the buildings.

FINDINGS

Complaint #1 - Retaliation against residents for voicing complaints and Complaint #4 - Inadequate resident grievance process.

The HRA reviewed the facility Grievance Policy which staff stated is outlined in the Rules and Regulations. The HRA was not provided a Grievance Policy outside of the Rules and Regulations. The Rules and Regulations state: "Tenants who have a complaint or grievance of any type should contact the management office and request a complaint/grievance form. If the

issue is not resolved to the satisfaction of the tenant within 5 business days, he or she may contact the property's Management Supervisor for review. The Management Supervisor's name and contact information is provided in the Tenant Complaint/Grievance form." The HRA reviewed a blank complaint form which has contact information for the tenant making the complaint, an area to describe the complaint and also reads that management will respond no later than 5 business days and provides the name of another individual with the leasing company to contact if the tenant is not satisfied with the response provided. The HRA was also provided a redacted complaint from a tenant and it appears that the property manager responded to the complaint within 5 days and requested further information about the allegations. There was a second letter from the property manager that the HRA was told was a response to a verbal complaint.

The facility Operations Manual states that "Communication between residents and the property manager must start early. The leasing consultant will orientate new residents prior to their move in and provide them with the Rules and Regulations Handbook. Thereafter, the entire staff must initiate and continue a policy of being fair, honest and open with all residents ... Management will meet with any resident as shall be necessary, to discuss grievances or expressions of concern held by the individual. Misunderstandings can be avoided by communicating clearly. Good listening skills are the most critical part of effective communication." The manual also emphasizes the following statement by adding it in bold and capitalizing "Listen, repeat back the facts as they have been presented to you. Never be defensive." The manual also states "It is our goal to retain sound, long-term relationships and that our residents remain satisfied in all respects commensurate with fair business dealings." There is another section of the marketing manual titled "Handling Resident Complaints Properly/Grievance Policy" that reads "From time to time, complaints from residents will be received by management staff. The most common complaints involve problems with other residents, maintenance and/or overall service. The manner in which these complaints are handled can determine the success or failure of resident relations." The section describes how staff should act when receiving complaints and what to do should a resident or staff become upset while discussing the complaint. The section states that all complaints should be documented and then repeated so its assured that the facts are correct. The section also reads that if the problem is not resolved "the resident should be contacted with an explanation" and the staff should document and maintain all conversations related to the complaint. The section explains how to handle an emergency complaint and discusses non-emergencies and reads "If there is a complaint about a non-emergency situation pertaining to other residents, request that the resident express their concerns to you in writing. When this type of complaint is received, contact the offending resident and inform them of the complaint. Do not identify the individual who filed the complaint. After settling the matter, contact the person that lodged the complaint and explain to them the action that has been taken. If a resident is complaining about a management policy, explain the reasoning behind the policy. The resident should be helped to understand that the policy was established for the benefit of all residents an that the company's intent that all policies and procedures be fair, reasonable and uniformly applied." The section states that if the manager cannot resolve the issue, provide them with the leasing company's address and ask them to send it in writing. The policy also emphasizes positive treatment of residents.

In the manual, there is also a section titled "Complaint and Grievance Policy" which states that "Managers should encourage residents, applicants, vendors and employees to begin solving problems with others by talking." The policy states that the complaint should be in

writing, signed, dated and must state a specific problem. “If anyone has a problem with an employee of the company or general complaint about the appearance or operation of your property, the manager should have it put in writing and deliver a copy to the Regional Manager of Leasing and Management Company.” Also, if the complainant is not satisfied with the resolution, they are to contact the Regional Manager of Leasing and Management in writing.

The HRA was told that there was no retaliation policy.

The HRA reviewed HUD regulations (24 CFR 982.554 and 24 CFR 982.555) which discuss situations when an informal review and an informal hearing is needed. Section 982.554 states that “The PHA must give an applicant an opportunity for an informal review of the PHA decision denying assistance to the applicant” and the review is not needed for “(1) Discretionary administrative determinations by the PHA. (2) General policy issues or class grievances.” Section 982.555 states that “(1) A PHA must give a participant family an opportunity for an informal hearing to consider whether the following PHA decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations and PHA policies: ...” and then lists the reasons for an informal hearing. Reasons that a hearing would not be required include “(1) Discretionary administrative determinations by the PHA. (2) General policy issues or class grievances.”

Compliant #1 Conclusion and #4 Conclusion

The HRA saw no evidence that the facility used retaliation against residents for voicing complaints and that the grievance process is inadequate. The HRA found no regulations stating that a grievance policy or retaliation policy is mandatory. Because of this, the HRA finds the complaint **unsubstantiated** but offers the following **suggestions**:

- Although there was no evidence of retaliation or inadequate grievance, the HRA felt concerned about the handling of the situation when the tenants were complaining and feels as though the manager could have handled the situation differently. Providing the tenants with the two documents could easily lead them to believe that the situation was threatening even if that was not the intention. The HRA suggests the facility review how they handle incidents when tenants complain in this manner and find a method to deal with the complaints that may be communicated differently.
- The Marketing Manual section of the complaints does not reference 5 days until there is a grievance response and neither does the Complaint and Grievance Policy in the manual, which differs from the Grievance Policy in the Rules and Regulations. The HRA suggests that all the policies are reviewed for consistency.
- Add a clear statement to the grievance and complaint policies that residents who report complaints will not face retaliation.
- Reconsider the establishment of a resident council as another tool to foster communication between tenants and the facility.

Complaint #2 - Inadequate building maintenance.

The facility marketing manual reads “Fresh paint, manicured lawns, flourished flower beds, neatly swept parking lots, attractive signage, well maintained building exteriors, the absence of abandoned or inoperable vehicles, and inviting amenities all have an impact on

prospects and resident's perceptions of the management of a property." The section describes care of the landscaping and lawn and states that the property manager should inspect the outside daily. The section also states that "The maintenance staff should be instructed and equipped to maintain the grounds on a daily basis. This should be their first priority in the morning. Managers should train all employees to be constantly aware of the appearance of the community. It must be stressed that they pick up debris and deposit it in trash containers throughout the day."

The facility operations manual has a section regarding preventative maintenance which reads "The maintenance department is responsible for maintaining the structures, equipment and the grounds to prevent undue wear or deterioration. A professional, organized maintenance department must have and maintain an aggressive preventative maintenance program that includes a weekly, monthly, and annual property and apartment inspection. A successful program must be documented, have monthly schedules set, have parts and/or supplies purchased in advance and have a well-trained staff to perform the requirements and repairs." The rest of the section provides a preventative maintenance checklist of items that are maintained that include carpeting, foundation and buildings, driveways, parking areas, and touch-up painting. The manual also states that the maintenance supervisor is responsible for purchasing parts and supplies for the complex. They are to keep a budget and maintain a normal, 30-day supply of fast moving parts, preventative maintenance supplies, materials for apartment turnovers, janitorial supplies and grounds supplies and tools. The manual also states that a maintenance shop needs to be maintained and lists some shop organization requirements. The manual describes record keeping/inventory and discusses energy conservation. The manual also discusses property appearance, make ready apartments, apartment painting, and turnover checklist. There was also an after hour – on call duty section which states that priority service is provided 24 hours a day, 7 days a week and that staff should respond to "priority" service requests during non-business hours. It reads that "When the maintenance technician receives a call from the answering service, he must contact the resident for more information. If he/she cannot reach the resident, he/she will still need to investigate the report. The maintenance technician will need to assess the situation to determine if immediate action is required. After hours priority requests can include: no power, no water, no heat, no A/C if a health risk is involved, doors and windows that are unsecurable, sewer back-ups, a clogged commode if unit has only one bathroom, lock-outs, major water leaks and storm damage. There is another section titled "Service Requests" which reads "A resident's request for service is the single most important responsibility of the property staff and the way it is handled reflects on the entire management staff. The service request is the tool we use to ensure that maintenance work is performed in a timely manner and the information is properly recorded." The section reads that all requests must come through the management office, they must be recorded in the property management system. The department will receive two copies of the work order and when completed there must be a copy left with the resident and one completed copy signed by maintenance with a summary of actions taken and then the action must be logged in the computer. Also, it states that staff are not to leave a mess and not to use the resident's supplies to handle the requests. The section states that if a service request cannot be completed, then the management office must be informed and they must know when it can be completed. Also, the requests are to be completed in the order they are received unless they are marked "Priority". It also reads that when responding to a request, if a resident asks that additional items be taken care of, then take care of those requests unless the workload does not allow for it and if it does not, ask them to contact the front office. If maintenance staff is stopped in the hall, politely ask them to make the request through the management office.

The rules and regulations that are attached to the lease state that “Maintenance requests should be made to the management office to allow for a work order to be issued to the maintenance staff. Requests for maintenance repair should be reported as soon as a problem is noted.” The facility lease reads that the landlord agrees to clean all the common areas of the property, maintain the common areas and facilities in a safe condition, arrange for garbage to be collected and removed, maintain all equipment and appliances, make necessary repairs promptly, provide extermination services and maintain the grounds and shrubs.

The HRA reviewed an inspection completed by HUD, dated 10/20/2015, which gave the facility a score of 93. In reviewing the summary sheet, the facility appeared to receive an “Acceptable” in all checkbox areas including maintenance. The facility received a “Satisfactory” rating in maintenance and there are two other ratings higher which are “Above Average” and “Superior.” They received the same score in the general management practices section. The HRA also was provided a Bed Bug Preparation sheet which details what actions the tenants need to take regarding the bed bug treatment. The HRA was provided a sample of a letter regarding bed bug treatment that is sent to the tenants. The letter reads “As you know, bed bugs were found in your unit today by Orkin. I have attached the preparation list that must be completed by you prior to treatment which is scheduled for [Blank treatment date and time]. Please be advised that after the initial treatment, Orkin will do 2 follow up treatments to be scheduled at a later date. It doesn’t have it on the list, but you will need to take your bed frame apart so that they can treat the crevices of the frame. You will need to get an encasement for your bed for box springs as the current one has holes in it and that will be \$50 and be payable to Anglers Manor with your April rent.” The last section of the letter requests that they limit exposure to other tenants, staff and common areas to prevent the spreading of the bugs. The HRA reviewed invoices for regular services from an exterminator for May, June and July 2017. The HRA also reviewed documents indicating that the facility received services to exterminate bed bugs. Initially, there was an invoice that bed bugs had been treated in December 2016. In that invoice, it was indicated that another apartment was inspected but there was no activity. There was another invoice in January and it stated that the original apartment with the bugs was inspected and they found no activity but the headboard was treated because they believed to have missed it the first time. Then there were three dates of service in March with a follow-up invoice stating that there was no further activity found, one purchase order listed in April for service which stated that dead bugs were on the floor under the bed and couch and they were vacuumed and need monitored and another statement later in the month. Finally, a follow-up invoice in May indicated that the bugs were dead and no activity was found.

Additionally, the HRA reviewed some building maintenance work orders. The dates were mostly in June but some were requested at the end of May and have a due date in June. Out of all the maintenance orders, none were documented as closed on the sheet but all had writing at the bottom of the page describing actions taken with the work order.

In the rules and regulations, it reads “A designated smoking area has been set up on the bench on the North side of the building facing the medical office building. Smoking in any area other than the designated smoking area or your apartment is strictly prohibited.”

Regarding the maintenance person swearing, the HRA reviewed a section titled “Customer Service” in the marketing manual which states that “Providing excellent customer service is the critical difference in a property’s success. Poor customer service is expensive ... All staff members must be customer service oriented. Employees must realize they work for the residents and their job is to ensure the ultimate satisfaction of the resident. True success comes

from total staff support. Although it may be the property supervision or the property manager who decides to embark on a new resident service program, it is the entire staff who implements the program. Total support is needed.” That same manual requires that staff need to be trained in effective communication skills that include how to listen, how to speak so others will listen, developing rapport with residents, how to receive and give constructive feedback, how to understand others before trying to be understood and never being defensive. In the personnel manual, there is a “Corrective Action Policy” which states that “Teamwork in the company produces high quality service to our residents. An important part of this team effort is observance of reasonable standards of conduct. If these standards are not observed, the entire team, and eventually our residents, suffers. The standards are based upon mutual respect, courtesy and cooperation. The standards are not meant to be all inclusive, they are examples of conduct that will warrant correction. Leasing and Management Company Inc. reserves the right to discipline employees for engaging in other acts not identified in its policies. Such discipline could include corrective steps and could result in dismissal.” One of the standards identified mentions not using abusive or threatening language.

The HUD regulations determine that “(1) The owner must maintain the unit in accordance with HQS [Housing Quality Standards]” (24 CFR 982.404), which address these key aspects: “(A) Sanitary facilities; (B) Food preparation and refuse disposal; (C) Space and security; (D) Thermal environment; (E) Illumination and electricity; (F) Structure and materials; (G) Interior air quality; (H) Water supply; (I) Lead-based paint; (J) Access; (K) Site and neighborhood; (L) Sanitary condition; and (M) Smoke detectors” (24 CFR 982.401). The regulations provide an explanation of each section but most deal with dwelling units rather than the building where the units are located. In the food preparation and refuse disposal section it reads “(iv) There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g., garbage cans)” and in the structure and materials section it reads “(iv) The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc., must not present a danger of tripping and falling. For example, broken or missing steps or loose boards are unacceptable. (v) Elevators must be working and safe.” The site and neighborhood section of the regulations require that “(l) Site and Neighborhood—(1) Performance requirement. The site and neighborhood must be reasonably free from disturbing noises and reverberations and other dangers to the health, safety, and general welfare of the occupants. (2) Acceptability criteria. The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards. (m) Sanitary condition—(1) Performance requirement. The dwelling unit and its equipment must be in sanitary condition.(2) Acceptability criteria. The dwelling unit and its equipment must be free of vermin and rodent infestation.” Also the sanitary condition section states that “(2) Acceptability criteria. The dwelling unit and its equipment must be free of vermin and rodent infestation.”

Compliant #2 Conclusion

The HRA toured the facility and did not see unclean spots on the wall although they did see painting touch-ups on the walls. The recycling room was clean but the facility did say there may be a chance that it could get full depending on the amount of trash brought into the room

over the weekend. The carpet was clean, and the siding was being replaced but it was covered. The HRA did not see any incomplete paint projects and even toured the parking lot which did not look unusual or unkept. The facility has a maintenance policy and procedure and the HRA saw that staff appeared to be responsive to work orders. The HRA also did not see an indication that the building is supposed to be smoke free inside the apartments but they are smoke free outside of the individual units. The HRA did see that there was a bed bug infestation that was resolved and the facility does receive preventative pest control. The HRA saw no evidence of excessive pest issues through the documentation provided, outside of the bed bugs and two work orders about ant issues in the apartments. Also, the HRA saw no documentation of a situation where a maintenance worker used inappropriate language or a grievance about this issue, although staff did say that it occurred and channels were followed for discipline.

Through reviewing the facility policy and HUD regulations, the HRA saw no evidence that the facility needed to make residents aware of the infestation if they are not directly involved and also the HRA does not have the jurisdiction to question the methods taken by the pest control facility in their treatment. Overall, the HRA did not find any evidence to validate the complaints and finds the allegations **unsubstantiated**. The HRA does offer the following **suggestions**:

- It was stated that there is a chance that the recycling could pile up over the weekend and the HRA suggests that the facility review this issue to assure it is not causing any hazard to the tenants at the facility and, if so, correct this issue.
- The facility is not required to tell all tenants about what is being done to resolve pest control issues but if it appears that the tenants are upset and feeling uncomfortable about where they are living, the HRA suggests transparency with resolution so that they are satisfied. This also applies to any possible projects around the facility.

Complaint #3 - Inadequate resident safety, including a tenant was harassing residents in the facility and nothing was being done to resolve the situation.

The operations manual has a section which addresses resident safety and states that “While we may employ courtesy officers from time to time, security is basically a function of local law enforcement agencies. Residents must understand that their personal safety and security are primarily their responsibility. For these reasons, the promising or advertising of security services should be avoided as it tends to promote and may trigger an unintended acceptance of liability.” The section proceeds to illustrate the ways that management attempts to reduce the occurrence of crime against all residents and includes careful screening of applicants for employment and residency, checking with local police for any preventative safety programs, promoting safety awareness through the property newsletter, providing and maintaining adequate lighting in all common areas, inspecting apartment security, making employees aware of the importance of locking staff rooms, and notifying police of any unusual activities on the property. They also state that there should be complete inspections of all lobby security doors and lighting. They also discuss safety for employees, controlling keys in the complex, fixing locks, rotating or changing locks when someone leaves the apartment, lockouts, access to residents’ apartments, soliciting/trespassing, emergency procedures, assaults, employee accidents, death or suicide, burglary, theft, property damage, auto accidents, drowning, bomb threats, and other safety situations.

The facility lease states that a landlord may terminate the agreement and lists situations where the lease can be terminated. Under that section some of the reasons for termination are drug related activity by tenant, family or guest on or near the premises, determination that a household member is illegally using drugs, and “Criminal activity by a tenant, any member of the tenant’s household, a guest or another person under the tenant’s control: (a) that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises); or (b) that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises.”

The rules and regulations reads “Nothing shall be done in or about the building which will interfere with the rights, comforts, or convenience of other tenants, including, but not limited to, the playing of loud music in apartments or in any common area of the property.” The rules also indicate that the owner has the right to bar individuals from the property and tenants must inform guests of the rules. Guests who violate the provisions may be barred from the property through a notice and if a person is barred and returns, they will be arrested. Safety of staff is addressed in the rules and regulations which states “Nothing shall be done in or about the building which will interfere with the management of the building, including, but not limited to, the harassment of staff, abusive or threatened violent behavior towards staff including verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate is considered abusive or violent behavior.”

The resident’s rights provided to the tenants states that it is the tenant’s responsibility to not engage in criminal behavior while in the “unit, common area, or grounds” and also the tenants must conduct themselves in a manner to not disturb other tenants. The HRA reviewed a Criminal Screening Model that was provided by the facility which shows criminal offenses and then the amount of years after the offense that the individual is allowed to live at the facility. The grid is for subsidized and non-subsidized housing and lists offenses like theft, arson, kidnapping, domestic abuse and disorderly conduct. Most of the non-subsidized housing falls into the 5 year range and most of the subsidized housing falls into the 10 year range. The two exceptions to the rules are homicide and manslaughter. In the Tenant Selection Plan, there is an area for criminal convictions/current drug use which states that anyone who has a household where someone was evicted in the last three years for drug-related criminal activity will be rejected, any household member who is subject to a state sex offender lifetime requirement, any who use marijuana or controlled substance, and any household member who has abused alcohol will be rejected. The second section of the criminal convictions/current drug use area of the Tenant Selection Plan reads “Applications who fall into the following categories will be rejected. In additions, if other persons that will be living in the unit fall into these categories, the applicant will be rejected. NOTE: The owner shall ensure that the relevant ‘reasonable’ time period is uniformly applied to all applicants in a non-discriminatory manner and in accordance with applicable fair housing and civil rights laws.” The section reads that criminal convictions that “involved physical violence to persons or property, or endangered the health and safety of other persons” in the last 5 years and “criminal convictions in connection with the manufacture or distribution of a controlled substance within the last 5 years” are two of the categories and then there is an additional category for “Other.”

The HUD regulations state “(i) Threat to other residents. The lease must provide that the owner may terminate tenancy for any of the following types of criminal activity by a covered person: (A) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment

of the premises by other residents (including property management staff residing on the premises); (B) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises; or (C) Any violent criminal activity on or near the premises by a tenant, household member, or guest, or any such activity on the premises by any other person under the tenant's control” (24 CFR 982.310). The regulations state that a tenant can be terminated for “Other Good Cause” which includes “(ii) A family history of disturbance of neighbors or destruction of property, or of living or housekeeping habits resulting in damage to the unit or premises” (24 CFR 982.310). The HUD regulations also state ”(3) The owner is responsible for screening of families on the basis of their tenancy histories. An owner may consider a family's background with respect to such factors as: ... (ii) Caring for a unit and premises; (iii) Respecting the rights of other residents to the peaceful enjoyment of their housing; (iv) Drug-related criminal activity or other criminal activity that is a threat to the health, safety or property of others; ...” (24 CFR 982.307). Also, lease termination can occur if the household member is using drugs, if the household member’s illegal drug use, or pattern of use, “... may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents” or “Any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.” Those same regulations state “(ii) Permissive prohibitions. (A) The PHA may prohibit admission of a household to the program if the PHA determines that any household member is currently engaged in, or has engaged in during a reasonable time before the admission: (1) Drug-related criminal activity; (2) Violent criminal activity; (3) Other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or (4) Other criminal activity which may threaten the health or safety of the owner, property management staff, or persons performing a contract administration function or responsibility on behalf of the PHA (including a PHA employee or a PHA contractor, subcontractor or agent) (B) The PHA may establish a period before the admission decision during which an applicant must not have engaged in the activities specified in paragraph (a)(2)(i) of this section (“reasonable time”) (C) If the PHA previously denied admission to an applicant because a member of the household engaged in criminal activity, the PHA may reconsider the applicant if the PHA has sufficient evidence that the members of the household are not currently engaged in, and have not engaged in, such criminal activity during a reasonable period, as determined by the PHA, before the admission decision” (24 CFR 982.553).

Compliant #3 Conclusion

Due to no release for the individual who was harassing residents, the HRA was unable to obtain records regarding that situation. Staff stated that the individual was eventually evicted from the facility and, through reviewing policy, the HRA saw no evidence that there is inadequate resident safety. Additionally, the facility can allow admission to tenants who have engaged in criminal activity if they have not engaged in those activities for a “reasonable time” and policy indicates that they have procedure for screening individuals. The HRA finds no evidence to support the allegation of inadequate resident safety and the policy indicates tenants can be evicted for harassment; because of this the HRA finds this complaint **unsubstantiated** but offers the following **suggestion**:

- The lease does not mention "... violent criminal activity on or near the premises by a tenant, household member, or guest, or any such activity on the premises by any other person under the tenant's control" (24 CFR 982.310). Although this is not enough to substantiate, the HRA suggests that the facility update the lease to include that part of the regulations.

Compliant #5 - Lack of resident assistance with moving furniture during bed bug treatment and no reimbursement for items needing replaced because of the infestation.

The Operations Manual has a section titled "Damage to Resident's Property" which reads "In the event that a resident's personal property is damaged, (i.e., wet furniture due to a roof leak), the resident should be encouraged to file a report with their insurance company for reimbursement of damaged items. No statement of liability should be made to the resident, nor should any statement be made as to what will or will not be paid." In the Bed Bug Preparation sheet, there is an area describing clean-up and it explains how tenants need to launder and pick up all trash in the apartment. The last part of the clean-up reads "If the resident intends to discard any items, the items should be rendered unusable by the customer and disposed of according to local requirements, ensuring that removal of any infested items will not spread bugs."

The HRA reviewed a sample letter sent to residents with bed bugs that reads "It doesn't have it on the list, but you will need to take your bed frame apart so that they can treat the crevices of the frame. You will need to get an encasement for your bed for box springs as the current one has holes in it and that will be \$50 and be payable to Anglers Manor with your April rent." The facility has a policy for reasonable accommodations which reads "A reasonable accommodation is some modification or change that we can make to the policies or procedures that will assist an applicant or resident with a disability or impediment. ANGLERS MANOR does not discriminate on the basis of a disability or impediment in the admission or access to, or treatment or employment in, its federally assisted programs and activities. The reasonable accommodations that can be made at ANGLERS MANOR include but may not be limited to ..." and the policy lists strobe light smoke detectors, assistance animal, large type print or readers for documents, sign language interpreter, and permitting of an outside agency to assist with the screening criteria, handrails and grab bars, strobe light doorbells. There is an attached check box document that asks questions regarding disabilities. The questions ask if a tenant or family member has a condition that would require a separate bedroom, unit for vision impaired, physical modifications to an apartment, one-level apartment, unit for the hearing impaired or a section for "other" and, in that section, there is an area where the tenant can explain what is needed to accommodate situations. The document also asks if a family member needs special features to go up and down stairs, or if a live-in aide is needed. There is a contact number to verify the needs that are indicated above. The last section of the policy reads "Who should be contacted to verify your needs for the special features you have indicated above" and there is a blank section for a physician's name and a social services agency.

The HUD regulations section Discriminatory Conduct Under the Fair Housing Act states state "(a) It shall be unlawful for any person to refuse to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a handicapped person equal opportunity to use and enjoy a dwelling unit, including public and common use areas." The regulations proceed to provide examples of reasonable accommodations such as the use of a service dog in a facility that does not allow service dogs and refusal of a

request for a close parking space for an individual with mobility issues (24 CFR 100.204). The Act also states “(c) It shall be unlawful to make an inquiry to determine whether an applicant for a dwelling, a person intending to reside in that dwelling after it is so sold, rented or made available, or any person associated with that person, has a handicap or to make inquiry as to the nature or severity of a handicap of such a person. However, this paragraph does not prohibit the following inquiries, provided these inquiries are made of all applicants, whether or not they have handicaps: (1) Inquiry into an applicant's ability to meet the requirements of ownership or tenancy; (2) Inquiry to determine whether an applicant is qualified for a dwelling available only to persons with handicaps or to persons with a particular type of handicap; (3) Inquiry to determine whether an applicant for a dwelling is qualified for a priority available to persons with handicaps or to persons with a particular type of handicap; (4) Inquiring whether an applicant for a dwelling is a current illegal abuser or addict of a controlled substance; ...” (24 CFR 100.202).

Compliant #5 Conclusion

The HRA saw no regulations stating that building staff are responsible for reimbursing residents for furniture that was damaged and needed to be disposed. The reasonable accommodation regulations state that it is unlawful for any person to “... refuse to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a handicapped person equal opportunity to use and enjoy a dwelling unit, including public and common use areas” (24 CFR 100.204) and then gives two examples of use of a service dog and reservation of parking spots. The HRA saw no regulations indicating that staff are unable to assist in moving or disposing of furniture although in the interview, staff said that insurance would not allow the assistance. The population of the apartments are elderly people who may need assistance or an accommodation in moving or disposing of furniture. Because of this practice, the HRA finds this complaint **substantiated** and offers the following **recommendation**:

- The facility needs to comply with the HUD regulations regarding reasonable accommodation (24 CFR 100.204) and accommodate, as needed for equal opportunity in a dwelling unit. The staff should be trained on this practice change and evidence of this change of practice should be provided to the HRA.

The HRA also offers the following **suggestions**:

- The reasonable accommodation policy seems be limited to only physically accommodating apartments but makes no mention of practices, services, policy change, etc. The HRA **suggests** the facility review and update of this policy to add necessary elements of HUD requirements (24 CFR 100.204).
 - The section stating the needs for special features should be verified by calling a physician or social service agency seems dangerously close to requesting the tenant’s handicap, which is a violation under the HUD regulations (24 CFR 100.202). The HRA **suggests** that section is deleted from the policy and the practice no longer takes place.
-

RESPONSE

Notice: The following page(s) contain the provider response. Due to technical requirements, some provider responses appear verbatim in retyped format.

Leasing &
Management Company Inc.

5618 N. Milwaukee Avenue
Chicago, Illinois 60646
773.286.5400
773.286.7614 Fax

December 13, 2017

Mr. Seaman
Regional Human Rights Authority
Illinois Guardianship Advocacy Commission
Peoria Regional Office
40 Main Street, Suite 620
Peoria, Illinois 61602

Dear Mr. Seaman:

Re: HRA Case No. 17-090-9018
Anglers Manor Apartments

We are in receipt of HRA Case No. 17-090-9018 and would like to take the opportunity to reply to Complaint #5:

The facility needs to comply with the HUD regulations regarding reasonable accommodation (24 CFR 100.204) and accommodate, as needed for equal opportunity in a dwelling unit. The staff should be trained on this practice change and evidence of this change of practice should be provided to the HRA.

Response: We certainly concur with the assessment that our community's population may need assistance in moving or disposing of furniture. Anglers Manor will research an alternative approach to satisfying this situation. We believe a solution can be found that protects the interests of both resident and property's interest.

(24 CFR 100.204) specifically addresses the act of refusal to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a handicapped person equal opportunity to use and enjoy a dwelling unit, including public and common use areas.

To our knowledge, we have not refused any individual with a disability a reasonable accommodation. Our entire staff is continually trained in all aspects of fair housing. I have included two recent certificates of successful fair housing training pertaining to the Property Manager of Anglers Manor Apartments.

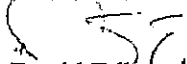
I have instructed the property manager to forward all accommodation requests or requests that would not fit our normal operating procedures to me for review with management. Together, I know we all can do better to satisfy the needs of our residents.

We appreciate and respect the process of this review. Additionally, we will examine all suggestions provided throughout the report and implement where possible.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

LEASING & MANAGEMENT COMPANY, INC.


David Edbrooke, HCCP®, NCP, HCM-HF, COS
Vice President
DE/emc - 31130