

Resident Handbook



A Handbook for Residents of the
Housing Authority for LaSalle County

Adopted by HALC Board Resolution #2019 on April 10, 2024

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On behalf of the entire staff at the Housing Authority for LaSalle County, we would like to welcome you and your family to your new home. As a community of families and individuals, it is important that we each take a personal interest in establishing and maintaining an attractive and pleasant living environment.

This Resident Handbook contains a great deal of information designed to assist you in settling into your new home and familiarize you with your new community. Please keep it handy and discuss these policies with all members of your household and your guests.

This Handbook has been prepared to assist you in understanding your responsibilities as a resident of HALC housing and is also part of your legal obligations under your lease. All policies apply to residents, occupants and their guests.

If you have any questions, please contact your management office.

The HALC is committed to compliance with all federal, state and local Fair Housing Laws. In the spirit of these laws, your community policies are designed to provide for consistent and fair treatment of all residents.

IMPORTANT NUMBERS

CENTRAL
OFFICE

COCC

Housing Authority for LaSalle County

Main Office.....815-434-0380

526 E Norris Dr.
Ottawa, IL 61350

Toll Free 866-885-5683
TDD 815-434-0929

OTTAWA

AMP 1

Parkview Homes Management Office.....815-434-6758

1810 Seneca Dr.
Ottawa, IL 61350

Serving:

- Ben Guerrini Homes
 - Dougherty Manor
 - Fox Residential Center
 - James O'Brien Courts
 - Ottawa Scattered Sites (Ottawa, Marseilles, Utica, Grand Ridge, Wedron)
 - Parkview Homes
 - Ravlin Congregate Center
 - Stricker Courts
-

LASALLE

AMP 2

Centennial Courts Management Office.....815-223-0041

2222 N. Tonti St. PO Box 1406
LaSalle, IL 61301

Serving:

- Centennial Courts
 - James Gallo Courts
 - Mendota Residential Center
 - Phillip Mueller House
 - Robert Hughett Towers
 - Southview Manor
 - Stan Clark Homes
-

STREATOR

AMP 3

Evans Heights Management Office815-672-1513

1401 N Otter Creek
Streator, IL 61364

Serving:

- Delbert Egan Apts.
- Evans Heights
- Everett Towers
- Streator Scattered Sites (Streator, Leonore, Lostant)

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RESOURCE NUMBERS

Nicor	888-642-6748
AmerenIP	800-755-5000
ComEd	800-334-7661
Surf Internet	888-274-6381
Comcast	800-934-6489
Mediacom	800-824-6047
OSF Hospital, Ottawa.....	815-433-3100
OSF Center for Health, Streator	815-673-2311
OSF Mendota Hospital.....	815-539-7461
Mendota Area Senior Services.....	815-539-9673
Department of Rehabilitation Services	815-224-1314
GED Classes.....	815-224-0358
Illinois Valley Community College.....	815-224-2720
Tri-County Opportunities (utility assistance).....	800-323-5434
Alternatives	800-798-0988
VAC (Voluntary Action Center)	815-224-0495

RULES OF OCCUPANCY

THE HALC (Housing Authority For LaSalle County) is responsible for providing you with a safe and sanitary home to live in, to help you maintain that home, and to keep the outside of the building in good repair. Our maintenance staff is available if repairs are needed in your apartment or around the building. Please see the **Maintenance Section** of this handbook for more details on this.

HALC staff are available to help you and members of your family with various activities. Although we might not provide the actual services you need, we can help coordinate with other agencies to assist you in obtaining the support you need. Please contact your Property Manager for more information.

Your basic responsibilities under the lease can best be summarized in the following:

1. Comply with the terms of the lease and Resident Handbook, as applicable
2. Pay your rent, utilities, and other charges in full and on time every month
3. Don't disturb your neighbors
4. Promptly call your Property Manager if something needs repair
5. Allow HALC to inspect the unit at reasonable times after reasonable notice
6. Take responsibility for care of the inside of your housing unit along with your yards and walkways, including any violations of Uniform Physical Condition Standards caused by the family
7. Provide HALC with complete and accurate information/documentation determined by HALC to be necessary for administration of the program
8. Cooperate in attending all appointments scheduled by HALC
9. Promptly notify HALC of any changes in family composition and income
10. Not to engage in drug-related or criminal activity
11. Not to commit fraud, bribery, or any other corrupt or criminal act in connection with any housing programs
12. Provide at least 30-days written notice to the HALC before moving out of your home or terminating your lease
13. Not to smoke in your unit or within 25 feet of the outside of your building

MOVING IN

When you signed your new lease, your property manager inspected your new home with you. At that time, you were given a move-in inspection form listing the condition of the walls, floors, cabinets, appliances and all other areas. We understand that sometimes an item may get overlooked. If you see anything that was missed or is in need of repair, let your manager know immediately. If you fail to do so, you may be held responsible and face possible charges for the repairs.

KEYS & LOCKS

You will be given a set of keys for your new home when you sign your lease. You may request additional keys, for a small charge, by contacting your property manager.

It is important that you remember to lock your home every time you leave and to always carry your keys with you. For example, if you left your home unlocked while you went to go visit with a friend and it was the day the pest control company was to treat inside your home, you would find your unit locked when you returned. All personnel contracted through the HALC, are required to lock the unit they were in once they have completed the work inside the unit, regardless of the door being unlocked when they arrived. This also includes the Maintenance staff, Property Management staff, etc. Do not leave a "hidden key" somewhere outside your unit, as this creates a concern for safety.

If the Housing Authority has to unlock your unit, you will be charged for one hour of maintenance labor, at the current rate.

If the locks on your home have to be changed because they were damaged by you, a member of your household, or your guest, you will be charged.

Do not change the locks on your doors. In the event of an emergency, we need to be able to have access to your home. If we have to break the lock or door, you will be charged for the repairs. Chains and bolts installed on any door are prohibited.

Please keep in mind we will not enter your apartment without your permission or without proper notice, unless emergency repairs or emergency contact is necessary.

PAINTING AND DECORATING

Your apartment was painted by the HALC prior to you moving in. Please keep your walls clean by wiping off dirt, fingerprints, etc. in a timely manner.

Wallpaper, wallpaper borders, glow stars, contact paper, and other adhesive backed items are not allowed. -They are extremely difficult to remove and damage the wall and ceiling surfaces they are installed on.

If you wish to have carpet in your home (and there is vinyl tile installed), you may do so, but do not use tack strips, nails or adhesive to install it. Use of fasteners and adhesives damages the tile and will cause it to have to be replaced (at your expense).

When dressing your windows, please do not use blankets, towels, sheets, or plastic to cover the windows. Blinds, shades and drapes are the only approved window treatments.

LAUNDRY

All high rises have laundry facilities conveniently located in the building. These facilities are provided as a courtesy and your help in maintaining them is appreciated. Please clean out the lint filters after each use and dispose of lint in the trash. If you spill detergent, bleach, etc., it needs to be cleaned up promptly to prevent stains and/or accidents.

Please be courteous and promptly remove your laundry when the cycle is complete (either from the washer or the dryer).

Some buildings, because of the large number of apartments, have assigned days for residents to use the facilities. Also, please be aware of the hours the Laundry Room is open. Most Laundry Rooms are located next to another resident's apartment and the vibration/noise of the machines can be heard in their unit. The hours (and days, if applicable) the Laundry Room in your building is available for use will be posted.

Most of the remaining developments have a hook up for your washer and dryer. You are responsible for installing and maintaining your own equipment. The HALC maintenance staff CANNOT do this for you.

GARBAGE

Garbage is not to be stored outside your home, unless you have curb-side garbage pick-up. Garbage is to be immediately placed in one of the dumpsters located in your community. Always bag your garbage and secure the opening before putting it in the dumpsters. This helps reduce the odor and will not provide a source of food for pests.

If you do have curb-side pick-up, your cans are to be neatly stored on your back patio and are to be put away the same day your garbage is picked up. Please remember to not throw cigarette butts, papers, cans/bottles, candy wrappers, etc. on the ground.

Keeping garbage picked up and disposed of properly will help prevent pests and vermin from making a permanent home in your community.

COMMON AREAS

You are welcome to use the common areas located in your community. Some offer television viewing, books, puzzles, games or just quiet areas to relax or enjoy a cup of coffee with your neighbor. Activities are also held in some of these areas, so check your bulletin board for dates and times.

The common areas may also be available for you to use for a personal event. You may reserve the space for your event, provided there is not an activity previously planned. Please contact your Property Manager to check the availability of the space and to sign an agreement. You are responsible for cleaning the area when you are done and returning keys, if necessary. Failure to clean will result in charges to your account.

Smoking and pets are not allowed at any time in any of the common areas inside the buildings. Alcoholic beverages are not allowed in any common areas inside or outside of your building.

HOUSEKEEPING

There is nothing better to prevent illness and bug infestation in your home than good cleaning habits. There are many things you can do to keep your home safe and sanitary:

- Immediately clean up spills: Do not let spilled food sit on floors, countertops, in cabinets or appliances
- Vacuum/sweep/mop your floors to clean up dirt, dust and food
- Keep your appliances clean and in good working condition
- Clean your pots, pans, dishes and appliances each time you use them
- Clean your bathroom on a weekly basis, including your toilet, tub, vanity and floors.
- Ventilate! -Use your bathroom fan or open a window to allow excess moisture out. Ventilating and routine cleaning, using bleach and/or TSP (trisodium phosphate) detergent, will help remove mold and mildew.
- Moisture control is the key to mold control per The EPA publication, "*A Brief Guide to Mold, Moisture, and Your Home*," which can be found on the EPA's website.
- Mold growth in interior spaces can occur for different reasons, particularly in cases where the surface is wet or damp, receives little to no sunlight and is not cleaned on a routine basis. Mold can also occur if there is a structural defect causing water penetration into the structure.
- Any mold growth in your unit should be reported to your property manager immediately so a cause can be determined and the mold can be remediated. Remediation may require cleaning, ventilation, or repairs to be made to the structure if water penetration is the cause. Your management staff will advise you as to what needs to be done on a case-by-case basis. The Housing Authority is responsible for performing repairs. The tenant is responsible for keeping their unit clean.
- Do not put grease down the sink in your kitchen or bath
- Do not flush anything down the toilet, other than what it is designed for
- Use a plastic bag inside your trash can and empty it when it is full. Do not let trash accumulate in your home, as this is unsanitary, attracts bugs and causes unpleasant odors
- Store cookies, crackers, cereal, etc. in sealed containers

The upkeep of your home is your responsibility, while repairs to the structure or equipment and fixtures are the responsibility of the HALC.

DRESS CODE

All residents must be properly dressed when outside of their apartment. This includes community areas, laundry rooms, hallways, and lobbies. Please do not leave your home undressed, in your pajamas, robe, or in any other inappropriate attire.

DISTURBANCES

At all times, please be considerate of your neighbors. When using your television or stereo, particularly after 10:00pm, please turn down the volume so that your neighbors won't have to listen to it. This applies to all unnecessary noises after 10:00pm and before 8:00am.

SECURE ENTRANCE BUILDINGS

If your new home is located on one of our properties that have electronic access entrances, you will be issued a "fob" along with your apartment and mailbox keys. This "fob" is an electronic key that is used to open the main entrances to your building. Please protect it in the same manner you do your standard apartment key. If you lose your "fob", you will be charged for a new one. Failure to return the "fob" when you move out will also result in a replacement charge being assessed to you.

Only the Head of Household, Co-Head of Household and other adults listed on the lease will receive "fobs".

Residents are encouraged to use the phone line intercom and the video camera security system to identify visitors:

- The door entry system allows residents to "buzz" visitors in through the lobby door. This requires that you have a "Touch-Tone" phone plugged into the wall jack of your high-rise apartment. The system does not work with cable phones or cell phones. Contact your property manager for more information.
- Please do not give access to anyone you do not know. Only open entrance doors for your own visitors, not the visitors of other residents.
- The video camera security system allows you to view, from a television in your apartment, any person entering the Main Entrance of the building. Please contact your Property Manager for more information.

Under no circumstances are exterior doors to be propped open.

PARKING

All vehicles owned by members in your household must be registered at your management office. You will need to provide the following information to us when registering your vehicle(s):

● Make	● Model	● Color	● License plate number
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Once that information is provided, you will be issued a HALC parking sticker that must be displayed in the left area of the rear window of the vehicle.

The following parking rules apply at every HALC development:

- **There is no assigned parking for any resident at any property**
- You may park in authorized parking areas on a first-come, first-served basis
- Driving on the grounds is prohibited without permission from management
- To legally park in a space reserved for persons with disabilities requires that a state-issued placard be displayed inside the vehicle
- All vehicles parked on HALC property must have current plates and be operable
- Inoperable or unlicensed vehicles will be towed, at the vehicle owner's expense
- Washing and working on vehicles on HALC property is prohibited
- Boats, campers, trailers, snowmobiles, dirt bikes, ATV's, OHV's, UTV's, any non ~ road compliant vehicles, motor homes, commercial vehicles or vehicles with a GVWR of 10,000 pounds or more, and vehicle parts (including tires) may not be parked or stored on HALC property.

YARDS & WALKS

A neighborhood is judged by its appearance and we ask for the cooperation of all residents to keep their yard, entrances, patios, and walks neat and clean.

Bikes and outside toys are not to be left in the yard. If your community does not have a bike rack, please store these items neatly on your back patio.

Pools and tents are not allowed on any of the HALC properties. Also, trampolines, swing sets, permanent basketball hoops, fires, fire pits, bonfires, Tiki-torches and fences are not permitted on HALC properties.

Only furniture designed to be used outside is allowed to be on your patio or deck.

Signs of any kind are not permitted to be displayed on HALC property at any time.

If your community has a garbage dumpster, garbage must be bagged and placed inside the dumpster. Garbage may not be kept on your patio or porch. If dumpsters are not available, you must store your garbage in cans neatly on your back patio.

Those of you who live in single family, duplex, and row houses: maintaining the driveway, sidewalks, and yard is your responsibility. This includes picking up trash (even though it may not be yours) that is in your yard.

Mowing

You may be responsible for maintaining the yard in a safe and decent manner, including mowing, hedge trimming, edging, and weeding. You will need to have the necessary equipment to do the required upkeep. Your Property Manager will let you know if this applies to you. If you fail to keep your yard maintained, you will be responsible for the cost of HALC staff and/or contractors performing the necessary work.

Winter

You must supply your own snow shovel and remove snow and ice from the front and rear walks of your home. Main sidewalks and parking areas owned by the HALC will be cleared or plowed after 2" or more accumulation of snow. You are responsible for cleaning out the snow around your vehicle. The HALC is not responsible for plowing or shoveling city owned streets.

PLAYGROUNDS

Many of our properties were designed for families with children. We have provided play areas for them and have planned for their safety. It is the responsibility of the parents to watch their children while enjoying these facilities. Also, please warn them not to destroy the equipment, landscaping, etc. that belongs to us. If your child or guest is found damaging property, you will be responsible for the cost of repairing or replacing it.

SATELLITE DISHES, RADIO AND TELEVISION ANTENNAS

These items may not be installed or erected without the prior written consent of the HALC, and then only under the conditions given by the HALC for such consent.

Although they may be installed, the following restrictions apply:

- They cannot be installed on common and/or restricted access property
- They cannot be more than 32" wide
- They cannot be installed more than 6' from the ground
- They have to be installed within 2' from your unit wall
- They can only be installed on property under the exclusive use or control of the viewer (you, the resident on the lease).
- All cables have to be buried.
- Cables are not permitted in gutters, through windows, or on roofs
- Only one hole may be drilled through the exterior wall for cable entry
- They have to be installed by a professional to the satisfaction of the HALC
- The HALC has to be notified in advance of the installation

- Dish installation on the walls, windows, or roof of the buildings is not allowed

Please discuss this policy with your Property Manager if you are considering this option.

PEST CONTROL

The HALC performs or contracts for routine pest control to be performed at all locations and it is mandatory for all residents. This service is provided to you at no additional cost. You will receive advance notice when pest treatment is scheduled (Your Property Manager will give you a schedule, listing the day of the month you can expect to have pest control personnel at your home). If you are not home at the scheduled time, the pest control technician will enter your home in accordance with your lease. Remember to always take your keys with you when you leave, because they will lock your home when they leave. If your unit is not accessible for treatment at the scheduled time, you will be charged for the return visit to treat your unit.

If at any time you are experiencing a problem with pests, please contact your Property Manager so that additional treatment can be coordinated. The pest control company requires that you do not use any sort of treatment yourself, as this can interact with the treatments they perform and pose a hazard. Please remember that if an infestation occurs due to your neglect or housekeeping, you will be responsible for the cost of correcting the problem.

Pest control is a joint responsibility. Please do your part by keeping your home clean, inside and out, and promptly removing trash.

BED BUGS

Bed bugs have made a resurgence worldwide over the last few decades. They are difficult to exterminate and conventional treatment methods do not work well on eradicating them. The HALC is committed to keeping bed bugs out of all of our housing units. **If you believe you have bed bugs in your unit, you must contact your Management Office immediately so we can inspect and determine if you have bed bugs.**

In all cases where an inspection finds bed bugs, tenants will be required to comply with the treatment process. This will include signing a checklist, preparing your unit for treatment, changing your living habits, cooperating with pesticide contractors and actively partnering with the Housing Authority until your unit is clear of bed bugs.

Bed bug infestations are a serious matter:

- HALC's role as the housing provider is to arrange for and pay the cost of the treatment.

- The resident's role as the housing occupant is to prepare their unit and personal property for treatment before the scheduled treatment.
- Residents who do not comply with the requirements of the treatment process or who fail to prepare their unit for a scheduled treatment will incur a service charge (also known as a "trip charge") from the pest control contractor that the resident will be billed for.
- Residents who fail to prepare for the initial treatment will be given a second, and final, opportunity to prepare their unit for treatment. A second treatment will be scheduled by HALC.
- **Residents who fail to prepare their unit for a second treatment in accordance with the provided checklist will be considered non-compliant and their lease will be terminated.**

RENTERS INSURANCE

The HALC strongly recommends you obtain renters insurance to protect your belongings. The HALC carries insurance, but it only covers the buildings and items owned by the HALC, **It does not cover any of your property, nor does it cover the property of your guests or family members, or loss of food in the event of refrigerator failure.**

Policies are available at most insurance agencies. Shop around and get the best deal for your money. If you have a car, the insurance company where you have your car insurance may offer a discount for renters insurance since you already have an existing policy with them.

Most renters' insurance policies cover your belongings in the following cases (but remember each policy is different, so go over it thoroughly with your agent):

- Fire and/or Lightning, flooding, hail, and wind damage
- Theft, vandalism, or malicious mischief
- Electrical surge damage or loss of electricity (food in refrigerator/freezer)
- Water related damage from pipe failure

Make sure you inform your insurance agent about any items that may be valuable, as that could require additional coverage.

MAINTENANCE

Maintaining our properties in excellent condition is one of our goals. As one of our residents, we need your help in doing this. Promptly call your management office if something needs repair. If we are able to repair problems before they have a chance to become bigger, costs can be kept at a minimum.

Repairs made due to normal wear and tear, or parts wearing out due to age, will not be charged to you. Keep in mind; you will be responsible for repairs and damages

caused by abuse from you, your family, and/or your guests. This includes any damage due to neglect from not notifying HALC of a problem.

A list of standard charges, “***Things You Can Be Charged For***,” is given to every resident at lease-up and is also posted at your management office and at: www.halc.org

Take care of your home. When you moved in, your home was in good condition. The appliances, furnace and hot water heater were all in good working order. You and your Property Manager inspected your home and any deficiencies were remedied.

All maintenance repair requests (Work Orders) must be called in to your management office. This generates a work order prior to the maintenance staff coming to your home and details the work to be performed.

Please see the HALC’s “**Preventative Maintenance Book**” for more information on the care of your new home.

EMERGENCY MAINTENANCE

In order to better provide for the health and welfare of our residents, the HALC has established an Emergency Maintenance Program for emergencies that occur after the management office has closed.

Maintenance emergencies are defined as those situations where a work order is necessary to correct a condition that poses an immediate threat to life, health, safety or property, or is related to fire safety. The following examples are considered emergencies:

- Broken pipes causing flooding
- Sewage backing up into your home
- No electricity (not due to non-payment of your utility bill)
- No heat (not due to non-payment of your utility bill)
- You are locked out of your home

AFTER HOURS EMERGENCY MAINTENANCE PHONE NUMBER

815-434-0380

When the machine answers, press the correct number for your area:

Ottawa - Parkview Homes Management Office ~ #5

LaSalle - Centennial Courts Management Office ~ #6

Streator - Evans Heights Management Office ~ #4

Leave your name, address, apartment number and PHONE NUMBER. One of the Maintenance staff members will respond to your call.

Please remember, if these situations happen during HALC's normal office hours, please contact your management office.

FIRES AND OTHER DAMAGES

Your lease states our mutual responsibilities in case your home is heavily damaged by fire, water, wind, other disaster, or human activity.

If your home has been substantially damaged, please contact us immediately so that we can assess the situation. We will begin to make repairs as quickly as possible. If your home is badly damaged and you are unable to safely live there, we will provide you with alternative accommodations as soon as they are available, IF THE DAMAGE WAS NOT THE RESULT OF NEGLIGENCE OR ABUSE by you, members of your family or your guests.

Help Prevent Fires

- **For your safety and the safety of those who live around you, flammable liquids such as gasoline are never to be stored inside HALC apartments**
- Kerosene lamps and heaters are not allowed
- Only artificial Christmas trees and decorations are to be used
- Do not use your stove/oven to heat your home
- Extension cords plugged into your neighbor's electricity or common areas are prohibited
- Firewood, fire pits, campfires/bonfires, Tiki torches, and chimneys are not permitted
- Do not disconnect, tamper with, remove batteries or cover your smoke detector(s)

Test your smoke/fire/carbon monoxide detectors periodically and make sure batteries are changed when needed. If your detector is not working properly, you need to call your Property Management Office to have the maintenance staff inspect it and install a new one if necessary.

In accordance with Illinois Law 425 ILCS 60/4 it is unlawful to disconnect or tamper with an installed smoke/fire/carbon monoxide detector.

If it is found that you have damaged the smoke/fire/carbon monoxide detector(s) in your apartment (disconnected them or damaged them), you will be charged the cost of repairing it or installing a new one.

- **If it is found that you have tampered with or impaired the operation of the smoke/fire/carbon monoxide detector in your apartment, by damage, removal, covering, or another method of tampering, you will receive a single warning.**
- **A second instance of tampering with or impairing the operation of the smoke/fire/carbon monoxide detector installed in your apartment will result in a notice of lease termination since this is a serious life-safety violation.**

FIRE ALARMS AND SMOKE DETECTORS

High Rise Residents

The smoke detector(s) in your unit are wired into the building and do not have batteries. Please keep in mind that when the detector in your unit is set off, it sounds the alarm in the entire building. This can happen very easily if you are not careful. Please be attentive to your cooking and do not leave your stove/oven on when you are not in your unit.

DO NOT ATTEMPT TO DISCONNECT YOUR SMOKE DETECTOR(S). This will cause the alarms in the building to go off and you will be responsible for any costs associated with the tampering of your alarm.

When the fire alarm goes off in the building, you are advised to unlock your door and stay in your apartment if you can do so safely. If it is necessary to evacuate, you will be notified.

All Other Developments

Prior to your move in, the smoke detector(s) and carbon monoxide detector(s) (where applicable) in your unit were checked and working properly. It is your responsibility to maintain them by testing them monthly and replacing batteries when needed. If one of your units becomes defective, please call in a work order to have it replaced.

DO NOT DISCONNECT YOUR SMOKE DETECTOR(S). Failure to have properly working smoke detectors in your home can endanger you and your family and have costly or lethal consequences.

VISITORS AND GUESTS

You will notice that your lease talks about other people who may occupy your apartment from time-to-time or come to visit you with your permission. They include guests, visitors, and individuals not listed on the front of your lease who are not considered part of your household.

A **guest** is defined as a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant.

All guests and visitors to your home are required to comply with all rules of the HALC intended for residents. It is your responsibility to inform your guests of those rules and requirements. The head of household is responsible for the conduct of visitors and guests, inside the unit as well as anywhere on or near HALC premises. This includes parking, use of facilities, threatening or abusive behavior toward staff or residents, alcohol, smoking, violence, the use of illegal drugs and other criminal activity.

- Visitors on HALC property during the hours of 10:00 PM – 8:00 AM are required to have a HALC issued Guest Pass.
- This includes all visitors 12 years of age and older.
- A guest can remain in the unit no longer than 14 consecutive days or a total of 30 cumulative calendar days during any 12 month period.
- A family may request an exception to this policy for valid reasons (e.g., care of a relative recovering from a medical procedure expected to last 20 consecutive days). An exception will not be made unless the family can identify and provide documentation of the residence to which the guest will return.
- Children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that are not included as a family member because they live outside of the public housing unit more than 50 percent of the time, are not subject to the time limitations of guests as described above.
- Former residents whose lease has been terminated are **not permitted** as overnight guests.
- Guest passes must be requested 24 hours in advance and are issued by your Property Manager during regular business hours.
- Only those individuals not on the HALC ban list, registered sex offender list, or have not previously caused disturbances on HALC properties will be considered for guest passes.
- Guests who represent the public housing unit address as their residence address or address of record for receipt of benefits or any other purposes will be considered

unauthorized occupants. In addition, guests who remain in the unit beyond the allowable time limit will be considered to be unauthorized occupants, and their presence constitutes violation of the lease.

Unauthorized persons in your home or on HALC property will be charged with trespassing and prosecuted pursuant to state and local laws. These procedures will be enforced for the safety and well-being of all HALC residents. If you allow unauthorized visitors, then you are in violation of your lease, which is cause for eviction.

RENT ~ PAYING YOUR RENT

You will receive a billing statement and a pre-addressed payment envelope prior to the first of each month. This statement will specify the amount of monthly rent and other charges that are due on your account. Do not send cash in the mail.

Rent and all other charges are due and payable in advance on the first day of each month.

Payments made will be applied to amounts owing in the order specified in the lease. All payments shall be paid by check or money order made payable to the Housing Authority for LaSalle County (HALC):

- **A Late Fee of \$25.00 will be assessed if rent is not paid in full by the 5th day of the month.** -Accounts are considered paid on the date of actual receipt, not on the date the payment is mailed or postmarked.
- A Returned Check Fee of \$25.00 will be assessed if the financial institution it is drawn on does not honor the payment.
- **Repeated court cases for non-payment of rent or other charges:**

The filing of three (3) court cases for non-payment of rent within a twelve (12) month period will result in Termination of Tenancy!

REPAYMENT PLAN

Any amount owed to the HALC by a family must be repaid. If the family is unable to repay the debt within 30 days, the tenant may request to enter into a repayment agreement in accordance with the policies below:

- If the family refuses to repay the debt, does not enter into a repayment agreement, or breaches a repayment agreement, the HALC will terminate the family's tenancy in accordance with the lease. The HALC will also pursue other modes of collection.
- Before executing a repayment agreement with a family, the HALC will generally require a down payment of 20 percent of the total amount owed.
- Amounts between \$501 and the federal or state threshold for criminal prosecution must be repaid within 12 months.
- Amounts less than or equal to \$500 must be repaid within 6 months.
- Any repayment agreement between the HALC and a family must be signed and dated by the HALC and by the head of household and spouse/co-head (if applicable).
- All payments are due by the close of business on the 5th day of the month
- If a payment is not received by the end of the business day on the date due, and prior approval for the missed payment has not been given by the HALC, the HALC will send the family a delinquency notice giving the family 14 business days to make the late payment, except in cases where HUD allows 30 days. If the payment is not received by the due date of the delinquency notice, it will be considered a breach of the agreement and the HALC will terminate tenancy in accordance with the lease.
- If a family receives three delinquency notices for unexcused late payments in a 12-month period, the repayment agreement may be considered in default, and the HALC will terminate tenancy in accordance with the lease.
- The HALC generally will not enter into a repayment agreement with a family:
 - If there is already a repayment agreement in place with the family
 - If the amount owed by the family exceeds the federal or state threshold for criminal prosecution
 - If court action has already commenced.

NON-PAYMENT EVICTION INFORMATION

Nonpayment eviction notices will be mailed or delivered to residents who have not paid their account in full on or about the 8th calendar day of the month. The eviction notice will clearly state the total amount that is due and the deadline for making full payment. If payment in full has not been made by the expiration date of the eviction notice, delinquent accounts will be assigned to the HALC attorney for court ordered collection and/or eviction.

The HALC will employ a special process server to assist in notifying residents of their obligation to appear in court. Residents will be liable for a minimum court fee of

\$75 to cover the costs and expenses incurred, including reasonable attorney's fees in enforcing the terms of the dwelling lease or in recovering possession of the dwelling unit, unless the resident prevails in such legal action.

Once a resident account has been assigned to the HALC's attorney, payment will not be accepted until a court ordered judgment (for monies owed and possession of the dwelling unit) has been entered into between the resident and the HALC.

COURT INFORMATION

All cases will be heard in the LaSalle County Downtown Courthouse, located at 119 W. Madison St, Ottawa, IL 61350.

On the scheduled court date:

1. If the resident fails to appear in court on the scheduled date, the HALC will be awarded possession of the dwelling unit and a "default" judgment order will be filed with the courts.
2. If the HALC agrees that the resident may continue to reside in the dwelling unit, the resident will be given a reasonable period of time to pay their account in full.
3. If the account is not paid in full by the date set forth in the court ordered judgment, the HALC will take possession of the dwelling unit:
 - A. In all cases where the HALC has a court order for possession and the resident fails to vacate the unit by the date set forth in the court order, the HALC will take possession of the unit after scheduling with the LaSalle County Sheriff's Department.
 - B. Once the Sheriff has been scheduled for an eviction, payment will not stop the eviction process.
 - C. On the date of the actual eviction from the unit, all resident belongings will be removed from the unit, placed on the curb, and all entrance locks to the unit will be changed.

RENT ~ REPORTING CHANGES

Your rent is based upon the amount of income you and your family receive and the number of persons in your family. If your income changes in any way, you should contact the Occupancy Department at the Central Office at: **(815) 434-0380**

Income that must be considered includes wages or tips, salaries, pensions, social security benefits, child support, alimony, welfare payments, unemployment benefits, etc.

The law requires us to count all income when calculating your rent.

You must also notify the HALC when:

- Your source of income changes
- Your income increases
- Your allowances (dependent or elderly status or expenses; childcare or medical) decrease
- A household member with income turns 18

It is in your interest to report all changes to your income in a timely manner. More information on how changes in income affect your rent calculation can be found in Chapter 9 in the **ACOP** (*Admissions and Continued Occupancy Policy*) located on the HALC website at: www.halc.org

The timeliness of a rent change may depend in part on how soon required forms and documents are submitted to the Occupancy Staff. If you fail to cooperate with promptly returning paperwork necessary to process the change, changes will be processed with no consideration given to whether or not the change was reported timely.

Other considerations in reporting changes in income & calculating rent are:

- The processing of an interim change in rent will not change the anniversary date of the lease or required periodical review
- All calculation information for income based rents will be reviewed at least once each year. Flat rent residents will be subject to rent redetermination every three years
- If your household composition changes (a family member moves out or moves in), you must notify your Property Manager before the changes are to take effect. When you are requesting to add someone to your household, you will be required to submit the necessary forms and documents

RENT ~ ANNUAL REVIEW

Rent is determined by federal regulations. We are required to periodically recertify your family income and family status. We will notify you when it is time for your review and inform you of the required documents we will need.

PROGRAM FRAUD

A failure to comply with program reporting requirements shall be considered intentional fraud. When the HALC determines that program abuse by a family or HALC staff member has occurred and the amount of underpaid rent meets or exceeds the threshold for prosecution under local or state law, the HALC will refer the matter to the appropriate entity for prosecution.

Persons who knowingly and willingly make false or fraudulent statements are guilty of a felony. This includes:

- Discovery of facts after admission to the program that would have made the tenant ineligible
- Discovery of material false statements or fraud by the tenant in connection with an application for assistance or with a reexamination of income

All legal remedies available to the HALC will be pursued including criminal prosecution pursuant to Title 18, Section 1001 of the United States Code and initiation of eviction action. HALC may deny future admission to a program if any member of the family has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program pursuant to 24 CFR 982.552(C)(iv).

SECURITY DEPOSIT

You are required to pay a security deposit before moving into your new home. Your security deposit is retained until you move out. If necessary, it is then used to cover any charges you owe at the time you vacate.

Your security deposit will be returned to you in full, IF:

- You have given a 30 day written notice to your management office that you are vacating
- There is no damage to the dwelling unit
- The premises have been cleaned properly including:
 - All appliances
 - Floors
 - Bathroom(s)
 - Closets
 - Cabinets
 - Windows
 - Immediate yard/entrance area
- All personal property and furnishings have been removed
- All keys have been returned to the management office
- There are no unpaid or outstanding: rent charges, late charges, maintenance charges, or repair charges owing on your account

MOVING OUT

Your lease is a 12-month agreement and can be terminated by giving a 30-day notice in writing. Please contact your Property Manager and they will get you the proper form (Intent to Vacate) to fill out. If you fail to give proper notice, you may be charged for rent up to 30 days after you vacate the unit, in accordance with your lease.

Once you have given notice, the Property Manager will advise you of steps you can take to reduce the possibility of repair charges being incurred on your account. Some of the things you need to do are:

- Remove all of your belongings, garbage and food from the unit
- Clean all appliances, inside and out
- Clean all cabinets (inside and out) and countertops
- Clean floors
- Clean fixtures and make sure all bulbs are working
- Return all keys and fobs
- Inform the post office and utility companies you have moved

We ask that you please do not attempt to patch holes or repair large areas of damage. These need to be done professionally and if we have to correct your attempt, you will be charged for the additional time and materials.

When you moved in, you and the Property Manager inspected your home together and noted its condition on the Inspection form. By signing it, you agreed to everything listed. This same form is used to compare the condition of your home at your move-out with its condition at your move-in. You will be charged for any damages beyond that of normal wear-and-tear, as well as any necessary cleaning.

We encourage you to have an inspection with your Property Manager prior to you turning your keys in. This will help to identify any areas that might have been missed or repairs that will be necessary.

HEATING & COOLING

HEATING: The Housing Authority provides and maintains the heating systems for all public housing units. Fixed-temperature thermostats are used in “walk-up” type units that generally limit the maximum heating temperature to about 71 to 72 degrees Fahrenheit. This is by design and is intended to be environmentally responsible and to save energy. (HUD requires a minimum temperature of 68 degrees Fahrenheit)

COOLING: The Housing Authority has been installing central air conditioning in the “walk-up” type units. If your apartment has central air conditioning it will have a fixed-temperature thermostat installed that will not cool the unit below 76 degrees Fahrenheit. This is to save energy and is intended to be environmentally responsible. (HUD does not have a minimum cooling temperature that is required) Residents may install a window air conditioner at their own expense if they want a room to be cooler than what is provided.

HIGH-RISE AIR CONDITIONERS: With the exception of the Fox high rise and the Ravlin Congregate buildings in Ottawa, residents living in high-rise buildings have the option to install their own window air conditioner units for cooling. **The window air conditioners are only permitted to be installed into the “sleeve” built into the wall for expressly that purpose.** Residents in a high-rise building cannot install air conditioners in their windows due to safety reasons. Management will issue a single notice requiring immediate removal before issuing a notice of lease termination for safety reasons.

RESIDENT COUNCILS AND ORGANIZATIONS

Resident Council

Some of the HALC properties have an active Resident Council. The primary purpose of these groups is:

- To advise HALC staff on matters of concern to residents and to bring questions to HALC staff
- To give feedback to HALC staff regarding policies and programs
- To help solve problems in a positive and cooperative manner
- To plan for social, educational or other activities for the residents
- For HALC staff to inform residents of upcoming events or address previous concerns

The Councils have regularly scheduled meetings that are posted on the bulletin board in your community. The meetings are open to all residents and we encourage you to attend.

Resident Executive Committee

This committee is comprised of residents from each property. Meetings are held 3-4 times a year and give residents and staff the opportunity to share concerns and ideas.

Resident Advisory Board

The Resident Advisory Board was formed in accordance with the Quality Housing and Work Responsibility Act of 1998. Its purpose is to work with HALC staff to develop and update the PH Agency Plan. A resident from each community, along with Section 8 Program participants, serve on this board. The meetings are held 3-4 times per year.

If you would like to participate on any of the Boards or Committees, please let your Property Manager know. By working together we can improve the quality of living for all HALC residents.

LEP – LIMITED ENGLISH PROFICIENCY

Language for Limited English Proficiency Persons (LEP) can be a barrier to accessing important benefits or services. The HALC will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as Persons with Limited English Proficiency (LEP).

PET OWNERSHIP POLICY

Purpose

The purpose of this policy is to establish rules governing the ownership of common household pets in and on properties owned and operated by the HALC. In accordance with Federal regulations, this policy does not apply to animals that assist, support, or provide service to persons with disabilities.

Types and Number of Pets

Common household pets include domesticated animals that are traditionally kept in the home for pleasure, as opposed to commercial purposes. Such pets would include dogs, cats, birds, and fish. No other types of animals are permitted.

Only One pet per unit will be allowed. (Multiple fish in one aquarium will be classified as one pet)

- All dogs and cats must be spayed or neutered
- The adult weight of dogs and cats may not exceed 25 pounds
- The adult height of dogs and cats may not exceed 18 inches at the shoulder. The adult length of birds may not exceed 10 inches
- Fish aquariums may not exceed 10 gallons
- Bird cages may not exceed 3 feet in height and 2 feet in diameter
- Pets that mature and exceed these limits must be removed from HALC property within 30 days after receiving written notice from the HALC.

Specific breeds or species of animals that are deemed potentially harmful to the health or safety of others will not be permitted. This includes attack and fight trained dogs.

Approval/Registration of Pets

All pets must be approved by and registered with the HALC **prior** to being brought onto the premises. Approval is to be obtained by completing the “Pet Application” form.

Pet Fees/Security Deposits

Residents with a cat or dog must:

- Pay in full a pet deposit of \$200 prior to the pet being brought onto HALC property.
- Pay a monthly, non-refundable, fee of \$15 due with each month’s rent payment. The \$15 monthly fee is for general costs to the HALC associated with the presence of pets.

The HALC will refund the pet deposit to the resident, less the costs of any damages caused by the pet to the dwelling unit, within 45 days of move-out or removal of the pet from the unit. The resident will be billed for any amount that exceeds the pet deposit.

Conditions of Pet Ownership

Residents are responsible for damage caused by their pets (both inside and outside their home), including cleaning or fumigating their units. Residents are also responsible for the behavior of their pets, assume full liability for their pets, and agree to hold harmless the HALC for any claims caused by an action or inaction of their pets.

If a pet causes harm to any person, the owner will be required to permanently remove the pet from the premises within 24 hours notice from the HALC.

Pets may not be left unattended in the dwelling unit for more than 12 hours. If the pet is left unattended with no arrangements for alternate care, the HALC will contact the local pet control authority to assume control of the animal. Any expenses incurred will be the responsibility of the owner.

Should the pet owner become unable to care of their pet for any reason, the name, address and phone number of at least one alternate caretaker of the pet shall be provided to the HALC during the application process. In the event the alternate caregiver is unwilling or unable to care for the pet, the local pet control authorities will be contacted to assume control of the animal until such time as another friend or family member is contacted to assume responsibility for the pet. Any expenses incurred will be the responsibility of the pet owner.

All pets must be properly licensed and inoculated as prescribed by State and/or local ordinances. The HALC also requires a rabies vaccination for both cats and dogs. A certification signed by a licensed veterinarian or State or local official will be required to attest to such licensing and inoculations. The Certification shall be updated at least annually, or as required by State and/or local ordinances. Required tags shall be visible on the animal at all times.

Pet owners are required to take appropriate measures to keep pets free from fleas, ticks or any other insects. Any pet-related insect infestation in the dwelling units will be the responsibility of the pet owner. The HALC reserves the right to perform insect extermination at the expense of the pet owner.

Pet owners must maintain the pet and its quarters in a manner that will prevent odors and unsanitary conditions. The use of “puppy pads” in your apartment for your pet to go to the bathroom on instead of taking your pet outside is not allowed.

Pets are expected to be quiet so as not to disturb any other resident of the HALC.

All pets must be kept in the owner’s unit and must be controlled/contained when HALC employees, its agents or others must enter the unit to conduct business. Pets must be leashed and attended by an adult at all times when outside the unit. Pets may not be chained or tethered unattended while outside the unit. NO alterations may be made to the dwelling or the dwelling area to create an enclosure for a pet. Outdoor cages or pet homes are not permitted.

Pet owners must clean up pet waste and are responsible for prompt and proper disposal of waste. All dog feces shall be picked up by the pet owner, placed in a bag, closed tightly and placed in the trash dumpster. Cats must use waterproof litter boxes inside the unit and litter boxes are to be emptied and cleaned in a timely manner. Litter shall be disposed of appropriately; placed in a sealed bag and placed in the dumpster (not down trash chutes). Litter is not to be flushed down the toilet.

Visiting pets and pet sitting by tenants is not permitted.

Violations

Violations of any part of this policy may result in:

1. Required removal of pet within thirty (30) days written notice from HALC, except in the case of the pet causing harm to a person, when the removal is required within 24 hours of written notice from the HALC, and /or:
2. Eviction.

REASONABLE ACCOMMODATIONS

A “**Reasonable Accommodation**” (**RA**) is a change, exception, or adjustment to a policy, practice or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces.

Federal regulations stipulate that requests for accommodations will be considered reasonable if they do not create an "undue financial and administrative burden" for the HALC, or result in a “fundamental alteration” in the nature of the program or service offered. A fundamental alteration is a modification that alters the essential nature of a provider’s operations.

- **VERIFICATION:** Before providing an accommodation, the HALC must determine that the person meets the definition of a person with a disability
- **DOCUMENTATION:** If a resident with a disability is in need of a RA, the HALC will encourage the family to make its request in writing using a reasonable accommodation request form.
- **CERTIFICATION OF NEED:** If the need for the accommodation is not readily apparent or known to the HALC, the family must explain the relationship between the requested accommodation and the disability. This will generally require a “Certification of Need” to be filled out on the RA form by a third party, knowledgeable person, such as a doctor, or other professional familiar with the resident’s disability and the accommodation being requested.

Please contact your Property Manager if you are a person with a disability and you are in need of a reasonable accommodation.

SERVICE AND ASSISTANCE ANIMALS

- For an animal to be excluded from the pet policy and be considered a **service animal**, it must be a trained dog, and there must be a person with disabilities in the household who requires the dog’s services.
- For an animal to be excluded from the pet policy and be considered an **assistance animal**, there must be a person with disabilities in the household, and the family must request **and the HALC approve** a reasonable accommodation/verification of need for an assistance animal in accordance with policy.

SMOKE-FREE POLICY

In accordance with HUD regulations, (24 CFR 965 & 24 CFR 966.4) All public housing units owned by the Housing Authority are smoke-free.

PHA SMOKE-FREE POLICY

Smoking

The term “smoking” means any inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, or other prohibited tobacco product in any manner or any form. For the purposes of this “smoke-free” policy, “smoking” also includes cannabis (which is already prohibited by the terms of your lease and federal law) and vaping devices.

Prohibited Tobacco Products

Prohibited tobacco products include tobacco, cigars, cigarettes, pipes, water pipes, hookahs, all types of E-cigarettes, vaping devices, and ENDS (Electronic Nicotine Delivery Systems).

Locations

Smoking is prohibited in all apartments, residential units, and all interior areas, including but not limited to hallways, stairwells, balconies, elevators, rental and administrative offices, community centers, day care centers, laundry centers, and similar structures. Smoking is also prohibited in outdoor areas within 25 feet from public housing and administrative office buildings.

Applicability

This policy applies to all residents, household members, guests, employees and service persons. Residents are responsible for ensuring that household members and guests comply with this rule.

Designated Smoking Areas

The PHA does not provide designated smoking areas on the PHA’s property.

Lease

Residents must execute a lease that includes HUD’s “Smoke-Free” requirements in accordance with 24 CFR 965 & 966 as part of the annual lease renewal process.

Reasonable Accommodation

The act of smoking itself is not a disability under the ADA. Persons who smoke or use tobacco are not a protected class under the Fair Housing Act and do not have special legal

status. Reasonable accommodations that allow residents to smoke in their units will not be made.

Violations of Smoke-Free Policy

Violation of the Smoke-Free policy constitutes a violation of the terms of the Public Housing Dwelling Lease. Consequences of lease violations include termination of tenancy.

Enforcement

1st Violation Notice of Lease Violation letter sent to tenant specifying smoking inside HALC buildings and/or units is a lease violation.

2nd Violation – Notice of Lease Termination issued

Grievance Procedure

Tenant(s) found to be in violation of Smoke-Free policy may grieve at any stage of violation in accordance with the Grievance Procedure (ACOP Chapter 14 or Resident Handbook), except in cases where the grievance would be excluded by the Dwelling Lease or PHA Policy.

VAWA – VIOLENCE AGAINST WOMEN ACT

The Violence against Women Reauthorization Act of 2013 (VAWA) provides special protections for victims of domestic violence, dating violence, sexual assault, and stalking who are applying for or receiving assistance under the public housing program.

Protections for Victims - If you are the victim of domestic violence, dating violence, sexual assault, or stalking, the housing authority cannot evict you based on acts or threats of violence committed against you. Form HUD-5380, “*Notice of Occupancy Rights under the Violence Against Women Act*” is available at the Management Offices, the Central Office, and our website at www.halc.org

Reasons You Can Be Evicted - The housing authority can still evict you if the housing authority can show there is an *actual and imminent* (immediate) threat to other tenants or housing authority staff if you are not evicted. In addition, the housing authority can evict you for serious or repeated lease violations that are not related to the domestic violence, dating violence, sexual assault, or stalking against you.

Removing the Abuser from the Household - The housing authority may split the lease (bifurcate) to evict a tenant who has committed criminal acts of violence against family members or others, while allowing the victim and other household members to stay in the public housing unit.

Proving That You Are a Victim of Domestic Violence, Dating Violence, Sexual Assault, or Stalking - The housing authority can ask you to prove or “certify” that you are a victim of domestic violence, dating violence, sexual assault, or stalking. There are three ways you can prove that you are a victim:

- Complete the HUD-5382 certification form given to you by the housing authority.
- Provide a statement from a victim service provider, attorney, mental health professional, or medical professional who has helped you address incidents of domestic violence, dating violence, sexual assault, or stalking.
- Provide a police or court record, such as a protective order, or an administrative record.

Failure to provide one of these documents within 14 business days may result in denial of requested relief for protection under VAWA.

Confidentiality - The housing authority must keep confidential any information you provide about the violence against you, unless:

- You give written permission to the housing authority to release the information.
- The housing authority needs to use the information in an eviction proceeding, such as to evict your abuser.
- A law requires the housing authority to release the information.

You should inform the HALC if releasing the information may put you at risk.

VAWA and Other Laws - VAWA does not limit the housing authority's duty to honor court orders about access to or control of a public housing unit. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

VAWA does not replace any federal, state, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking.

For Additional Information

If you have any questions regarding VAWA, please contact:

- Director of Occupancy 815-434-0380 x 232
- Director of Property Management 815-434-0380 x223

For help and advice on escaping an abusive relationship, call the National Domestic Violence Hotline at 1-800-799-SAFE (7233) or 1-800-787-3224 (TTY).

Local domestic violence service providers include:

- Department of Human Services: (24 hour line) 800-252-8273
- Against Domestic Violence and Sexual Assault Services (ADV&SAS)
Hotline: 800-892-3377
- Freedom House Hotline: 800-474-6031
- 7th Fire Counseling, 218 W. Madison St., Ottawa, IL 61350 815-433-4829
- Options Counseling Services, LLC, 125 S. Vermillion St., Suite 12, Streator, IL 61364 815-672-1802

Definitions

For purposes of determining whether a public housing applicant or tenant may be covered by VAWA, the following list of definitions applies:

VAWA defines **domestic violence** to include felony or misdemeanor crimes of violence committed by any of the following:

- A current or former spouse or intimate partner of the victim
- A person with whom the victim shares a child in common
- A person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner
- A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies
- Any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction

VAWA defines **dating violence** as violence committed by a person (1) who is or has been in a social relationship of a romantic or intimate nature with the victim AND (2) where the existence of such a relationship shall be determined based on a consideration of the following factors:

- The length of the relationship
- The type of relationship
- The frequency of interaction between the persons involved in the relationship

VAWA defines **sexual assault** as "any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent."

VAWA defines **stalking** as engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others, or suffer substantial emotional distress.

GRIEVANCE PROCEDURE

The Housing Authority policies governing this procedure are located in Chapter 14 of the ACOP (Admissions and Continuing Occupancy Policy) and incorporated by reference in the Section II, Paragraph 20 of the Dwelling Lease.

Any dispute which a Tenant may have with respect to an action or failure to act by the HALC in accordance with the individual tenant's lease or which adversely affects the tenant's rights, duties, welfare, or status to appeal governed by the following grievance procedure:

1. Applicability

The HALC is located in a HUD-declared due-process state. The HALC does not offer grievance hearings for:

- Disputes between tenants, class grievances, and policy negotiations
- Lease terminations involving criminal activity by residents, household members, or guests that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the HALC
- For violent or drug-related criminal activity, on or off the premises, by residents, household members, or guests
- A determination that any member of the household has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing
- A tenant is fleeing to avoid prosecution, or custody or confinement after conviction for a crime, or attempt to commit a crime that is a felony
- Possession, use, sale, or delivery of a firearm which is otherwise prohibited by State law within or upon the premises by or with the knowledge and consent of, or in concert with, the person or persons named in the complaint

2. Initial Presentation of Grievance

Any grievance must be personally presented in writing to the HALC's administrative office located at 526 E. Norris Dr., Ottawa, IL 61350 within ten (10) business days after the occurrence of the event that gave rise to the grievance.

3. Informal Settlement Conference

If the grievance is not determined to fall within one of the exclusions (stated in Section (1)), then the representative of the HALC originally responsible for the adverse action, will, within ten (10) business days after the tenant's initial presentation of grievance, informally discuss the grievance with the complainant or his representatives in an attempt to settle the grievance without the necessity of a formal hearing. The informal settlement conference may be conducted remotely via telephone if both the PHA and the tenant agree. If the informal settlement conference cannot occur at the time the grievance is initially presented by the complainant, then the complainant will be notified in writing within ten (10) business days of the time and place for the informal settlement conference. If a tenant fails to attend the scheduled meeting without prior notice, the HALC will reschedule the appointment only if the tenant can show good cause for failing to appear, or if it is needed as

a reasonable accommodation for a person with disabilities. Good cause is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family.

4. Written Summary

Within five (5) business days after the informal settlement conference, a summary of the informal discussion shall be prepared by HALC and a copy thereof shall be provided to the complainant. The summary shall be in writing and shall specify the names of the participants in the discussion, the date of the discussion, the nature of the proposed disposition of the grievance, and the specific reasons for such disposition. This written summary will also specify the procedures by which the complainant may obtain a formal hearing if not satisfied by the proposed disposition of the grievance. A copy of the written summary shall also be placed in complainant's tenant file.

5. Request for Formal Hearing

If the complainant is not satisfied with the results of the informal settlement conference, the complainant must submit a written request for a formal hearing to the HALC's main office, located at 526 E. Norris Dr., Ottawa, IL 61350 no later than five (5) business days after the date complainant receives the summary of discussion delivered as required under Section (4) above.

Complainant's written request for formal hearing must specify:

- a. The reasons for the grievance; and
- b. The action or relief sought by the complainant; and
- c. At least three (3) alternate dates and times during normal business hours that the complainant and any representative they wish present will be available for a hearing during the next ten (10) business days

6. Failure to Request a Formal Hearing

If the complainant fails to request a hearing within five (5) business days after receiving the written summary of the informal settlement conference, HALC's decision rendered at the informal hearing becomes final and HALC is not thereafter obligated to offer the complainant a formal hearing. Failure to request a hearing does not constitute a waiver by the complainant of the right to contest the HALC's action in disposing of the complaint in an appropriate judicial proceeding.

7. Prior Decision in Same Matter

The hearing officer may render a decision without proceeding with the hearing if they determine that the issue has been previously decided in another proceeding.

8. Hearing Prerequisites

A complainant does not have a right to a grievance hearing unless the complainant has satisfied the following prerequisites to such a hearing:

- A. The complainant has requested a hearing in writing as required, and;
- B. The complainant has completed the informal settlement conference.

9. Time, Place, Notice

- A. Upon complainant's compliance with the prerequisites to hearing set forth above, a hearing shall be scheduled by the hearing officer taking into reasonable consideration the available times provided by the complainant and the schedule of the hearing officer. The hearing shall be scheduled not later than the tenth (10th) business day after the complainant has completed such compliance.
- B. A written notification specifying the time, place, and the procedures governing the hearing shall be mailed, faxed, emailed, or delivered to the complainant and the appropriate HALC official, who, unless otherwise designated, shall be the Executive Director.
- C. All hearings shall be held at the HALC main office, which is a facility accessible to persons with mobility disabilities. The main office is located at:

526 E. Norris Dr., Ottawa, Illinois, 61350

10. Selection of Hearing Officer

All grievance hearings shall be conducted by an impartial person appointed by the HALC after consultation with resident organizations, in the following manner:

- A. The appointments of persons who shall serve as hearing officers shall be governed by the following procedures:
 - 1. The HALC shall nominate a slate of persons to sit as hearing officers. These persons may include, but will not be necessarily limited to, HALC staff members, residents, or other responsible persons in the community. No persons shall be listed on the slate of members unless such person has consented to serve as a hearing officer.
 - 2. On final appointment, the persons appointed shall be informed in writing of the appointments. A list of qualified hearing officers will be posted at the main office of the HALC located at 526 E. Norris Dr., Ottawa, IL 61350 and the management offices, so as to be available for public inspection at any time.
- B. The designation of hearing officers for grievance hearings shall be governed by the following provisions:
 - 1. All hearings will be held before a single hearing officer.
 - 2. Appointments to serve as a hearing officer shall be made by the HALC in random order, subject to availability of the hearing officer to serve in each such case. The HALC will use a computerized randomizer to ascertain random order choice. The system will be employed on a semi-annual basis to select a hearing officer and alternate officer(s) to hear grievances in each calendar month.
 - 3. A selected hearing officer cannot be the person who made or approved the decision under review, or a subordinate of that person.
 - 4. No person shall accept an appointment, or retain an appointment, once selected as a hearing officer if it becomes apparent that such person is not fully capable of impartiality. Persons who are designated as hearing officers must disqualify themselves from hearing grievances that involve personal friends, relatives, persons with whom they have any business relationship, or grievances in which they have some personal interest. Further, such persons

are expected to disqualify themselves if the circumstances are such that a significant perception of partiality exists and is reasonable under the circumstances. If a complainant fails to object to the designation of the hearing officer on the grounds of partiality, at the commencement of, or before the hearing, such objection is deemed to be waived, and may not thereafter be made.

In the event that a hearing officer fails to disqualify himself or herself as required in this grievance procedure, the HALC will remove the officer from the list of persons appointed for such purposes, invalidate the results of the grievance hearing in which such person should have, but did not, disqualify himself or herself, and schedule a new hearing with a new hearing officer.

Both the complainant and the HALC shall be notified of the determination of the hearing officer; that the waiver of the right to a hearing shall not constitute a waiver of any right the complainant may have to contest the HALC's disposition of the grievance in court.

11. Fair Hearings

The complainant will be afforded a fair hearing, which shall include:

- A. The opportunity to examine, before the hearing, any HALC documents, including records and regulations that are directly relevant to the hearing. The complainant will be allowed to copy any such document at the complainant's expense at \$.25 per page. If HALC does not make the document available for examination upon requests by complainant, HALC may not rely on such document at the grievance hearing. The family must request discovery of HALC documents no later than 12:00 PM on the business day prior to the hearing.
- B. The right to be represented by counsel or other person chosen as the complainant's representative and to have such person make statements on the complainant's behalf.
- C. The right to a private hearing unless the complainant requests a public hearing. The right to present evidence and arguments in support of the complainant's complaint, to controvert evidence relied on by HALC and to confront and cross examine all witnesses upon whose testimony or information the HALC or its management relies; and
- D. A decision based solely and exclusively upon the facts present at the hearing.

12. Failure to Appear

If the complainant or HALC fails to appear at a scheduled hearing, and the party contacts the hearing officer within 24 hours of the scheduled hearing date (not including weekends and holidays) to arrange for a rescheduled hearing, the hearing officer may make a determination to postpone the hearing for a period not to exceed five (5) business days. The hearing officer will reschedule the hearing only if the tenant can show good cause for the failure to appear, or it is needed as a reasonable accommodation for a person with disabilities. "Good cause" is defined as an unavoidable conflict which seriously affects the health, safety, or welfare of the family.

If the party fails to contact the hearing officer in advance, the hearing officer will make a determination that the party failing to attend has waived the right to a hearing. The complainant must appear in a timely manner on the scheduled date and time. Lateness in excess of twenty (20) minutes will be considered a failure to appear.

13. Who May Attend a Hearing

Hearings may be attended by the following applicable persons:

- A HALC representative and any witnesses for HALC
- The tenant and any witnesses for the tenant
- The tenant's counsel or other representative
- Any other person approved by the HALC as a reasonable accommodation for a person with a disability

14. Required Showing of Entitlement Relief

At the hearing, the complainant must first make a showing of an entitlement to the relief sought and, thereafter, HALC must sustain the burden of justifying HALC's action or failure to act against which the complaint is directed.

15. Evidence

Any evidence to be considered by the hearing officer must be presented at the time of the hearing. The four categories of evidence are:

- Oral evidence: the testimony of witnesses
- Documentary evidence: a writing which is relevant to the case, for example, a letter written to the HALC. Writings include all forms of recorded communication or representation, including letters, emails, words, pictures, sounds, videotapes, or symbols or combinations thereof.
- Demonstrative evidence: Evidence created specifically for the hearing and presented as an illustrative aid to assist the hearing officer, such as a model, a chart, or other diagram.
- Real evidence: A tangible item relating directly to the case.

16. Informality of Hearing

The hearing shall be conducted informally by the hearing officer and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. Hearsay evidence is generally admissible but cannot be used as the sole basis for the hearing officer's decision.

17. Orderly Conduct Required

The hearing officer shall require HALC, the complainant, counsel, and other participants or spectators, to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

18. Transcript of Hearing

If the complainant would like the HALC to record the proceedings by audiotape, the request must be made to the HALC by 12:00 p.m. on the business day prior to the hearing. The HALC will consider that an audio tape recording of the proceedings is a transcript.

19. Accommodation to Handicapped Persons

HALC must provide reasonable accommodation for persons with disabilities to participate in grievance hearings. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants. If the tenant is visually impaired, any notice to the tenant which is required under this procedure must be in an accessible format.

20. Limited English Proficiency

HALC will comply with HUD's LEP Final Rule in providing language services throughout the grievance process.

21. Decision of the Hearing Officer

At or subsequent to the completion of the grievance hearing, the hearing officer shall make a determination as to the merits of the grievance and the following provisions shall govern:

A. Written Decision

The hearing officer will issue a written decision to the family and the HALC no later than ten (10) business days after the hearing.

1. A copy of the decision shall be sent to the complainant and HALC. HALC shall retain a copy of the decision in the complainant's tenant folder.
2. A log entry of such decision shall also be maintained on file by HALC and made available for inspection by any prospective complainant, his/her representative, or a hearing officer.

B. Binding Effect

The written decision of the hearing officer shall be binding upon HALC, which shall take all action, or refrain from any actions, necessary to carry out the decision unless HALC's Board of Commissioners determines, within thirty (30) calendar days, and notifies the complainant of its determination that:

1. The grievance does not concern HALC action or failure to act in accordance with or involving the complainant's lease or HALC's policies, which adversely affect the complainant's rights, duties, welfare or status, or
2. The decision of the hearing officer is contrary to applicable Federal, State, or local law, HUD regulations or requirements of the annual contributions contract between HUD and HALC.

C. Continuing Right of Complainant to Judicial Proceedings

A decision by the hearing officer or Board of Commissioners in favor of HALC or which denies the relief requested by the complainant, in whole or in part, shall not constitute a waiver of, nor affect in any way the rights of the complainant to a trial or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

22. Notices

All notices under this grievance procedure shall be deemed delivered:

1. Upon personal service thereof upon the complainant's household,
2. Upon the date received for or refused by the addressee, in the case of certified or registered U.S. Mail, or
3. On the second day after the deposit thereof for mailing, postage prepaid, with the U.S. Postal Service, if mailed by first class mail other than certified or registered mail.

If a tenant is visually impaired, any notice hereunder delivered to such tenant shall be in accessible format.

23. Modification

This grievance procedure may not be amended or modified except by approval of a majority of the Board of Commissioners of HALC, present at a regular meeting or a special meeting called for such purposes. Further, in addition to the foregoing, any changes proposed to be made to this grievance procedure must provide for at least thirty (30) days advance notice to tenants setting forth the proposed changes and providing an opportunity to present written comments. The comments submitted shall be considered by HALC, before final adoption of any amendments hereto.

24. Concurrent Notice

If a tenant has filed a request for a grievance hearing hereunder in a case involving HALC's notice of termination of tenancy, the complainant should be aware that the State law notice to vacate and the notice of termination of tenancy required under Federal law run concurrently. Therefore, if the hearing officer upholds HALC's action to terminate the tenancy, HALC may commence an eviction action in court upon the sooner of, the expiration of the date for termination of tenancy and vacation of the premises stated in the notice of termination delivered to complainant, or the delivery of the report of decision of the hearing officer to complainant.

The Housing Authority for LaSalle County
526 E. Norris Dr. P.O. Box 782
Ottawa, IL 61350
815-434-0380
TDD 815-434-0929
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HALC is an Equal Opportunity Provider and Employer