

# FORMAL GRIEVANCE HEARING DETERMINATION

Friday, June 19, 2015  
1:30 PM

Ms. Susan Johnson  
1234 Anywhere St.  
My Town, IL 61455

**HEARING DATE:** June 11<sup>th</sup>, 2015  
**HEARING TIME:** 1:30 PM

To Whom It May Concern:

On June 11<sup>th</sup>, 2015, at 1:15 p.m., an informal hearing was held at the request of Ms. Susan Johnson to appeal the decision of the Anywhere Housing Authority to terminate the lease at the above listed address due to violations of Public Housing Program rules. I was asked to serve as the presiding officer for the hearing by Thomas Smith, Executive Director for the Anywhere Housing Authority (AHA). The following persons were present:

Susan Johnson, participant and complainant  
Derek Antoine, Formal Hearing Officer – Anytown Housing Authority  
Thomas Smith, Executive Director – Anywhere Housing Authority  
Alisha Homemaker, Occupancy Manager – Anywhere Housing Authority

The purpose of the formal hearing is to decide whether the Anywhere Housing Authority followed its policy in proposing termination of Ms. Johnson's lease on 05/19/2015, and followed all subsequent applicable policies and procedures in the process.

During the file review I observed the original Notice of Lease Termination, dated 05/19/2015, alleging Ms. Johnson had failed to supply AHA with accurate information regarding the income of the household. Specifically, AHA cited unreported child support income totaling \$3,313.85 between 10/01/2010 and 10/01/2012. The AHA Notice of Lease Termination must inform the resident of the specific grounds for termination of assistance (citing the specific lease provision violated), and the proposed date the lease will terminate. The notice must also state if the participant is entitled to a grievance hearing, and contain specific information on legal protections for the participant. The notice is also required to be signed by an appropriate representative from AHA. The notice contains all required information, including AHA's grievance procedure.

The file also contained a letter from Ms. Johnson, dated 05/22/2015, requesting an informal hearing. An informal hearing was scheduled and held on 05/26/2015, in which a decision was reached that afforded Ms. Johnson additional time to "gather further information" regarding her case. The informal hearing resumed on 06/01/2015 at 10:00 A.M. On 06/01/2015 an informal hearing determination letter was sent to Ms. Johnson which indicated AHA made the decision to continue with the termination action. Included with this letter were AHA's formal grievance hearing procedures. On 06/01/2015, AHA received a letter from Ms. Johnson requesting a formal hearing on the matter of the termination. On 06/03/2015, a letter was sent to Ms. Johnson which scheduled the formal hearing for 06/11/2015 at 1:30 P.M. On 06/10/2015, Ms. Johnson filed a request to review documents pertinent to the termination of her lease, which she acknowledged were then provided. I find that AHA has provided appropriate procedural due process in notification, scheduling, and conduct of the informal hearing.

Documentation supplied by the AHA includes the following:

- AHA Public Housing Program Lease, most recently signed and dated by Ms. Johnson on 01/30/2014;
- Post-It note submitted by AHA contracted auditor on 02/25/2015, drawing attention to the possibility of unreported income in regards to Ms. Johnson's file;
- Notes compiled by AHA detailing conversations, appointments, documentation requested and provided etc. between AHA and Ms. Johnson;
- AHA Applications for Continued Assistance signed and dated by Ms. Johnson on 07/14/2010, 08/17/2011, and 08/27/2012;
- Healthcare and Family Services Child Support Payment report detail, dated 06/08/2015, showing child support payment detail between 09/24/2008 through 02/07/2014; and
- AHA Admissions and Continued Occupancy Policy R(07/01/2014).

In the hearing, Mr. Smith indicated the agency learned of a discrepancy in Ms. Johnson's file when the contracted auditor advised of possible unreported income to the household. Upon investigation, the agency learned of unreported income totaling \$3,313.85 from child support payments during 2010, 2011, and 2012. Mr. Smith stated AHA was able to confirm this through the Healthcare and Family Services web portal, which produced reports detailing payment dates and amounts received from John G. Anderson. Mr. Smith then indicated AHA compared the aforementioned detail report, and information reported to the agency by Ms. Johnson via Applications for Continued Assistance dated 07/14/2010, 08/17/2011, and 08/27/2012. Mr. Smith pointed out that Ms. Johnson indicated on each of the listed applications that no member of the household, including Ms. Johnson, had been or would be receiving child support. Mr. Smith advised Ms. Johnson signed each Application for Continued Assistance, which certified all information contained within each to be accurate and complete. The Anywhere Housing Authority presented no further evidence at the hearing.

Ms. Johnson acknowledged that she had signed the AHA Public Housing Program lease, and was aware of her responsibilities contained within. She also indicated she had completed the Applications for Continued Occupancy dated 07/14/2010, 08/17/2011, and 08/27/2012, having marked "No" to the section which inquired as to whether or not anyone in the household had been or would be receiving child support income. Ms. Johnson acknowledged she had not reported child support income she had received during the periods in question, as the income had been sporadic. Ms. Johnson conceded she had received "\$1,000.00 here and \$700.00 there," though she never reported it to AHA. At one point during the hearing, when asked directly if she had reported the income in question, Ms. Johnson's response was "No I did not report it." While Ms. Johnson admits to having received income, she could offer no check stubs or other documentation as evidence of dates and amounts of child support she received. Ms. Johnson offered not further evidence at the hearing.

24 C.F.R. § 960.259(a)(1) states "The family must supply any information that the PHA or HUD determines is necessary in administration of the public housing program." 24 C.F.R. § 960.259(a)(2) stipulates "The family must supply any information requested by the PHA or HUD for use in a regularly scheduled reexamination or an interim reexamination of family income and composition in accordance with HUD requirements." The reference goes on to clarify that all "information supplied by the family must be true and complete." Additionally, 24 C.F.R. § 966.4(l)(2)(iii)(C) provides the authority for the PHA to terminate tenancy for good cause, including "Discovery of material false statements or fraud by the tenant in connection with an application for assistance or with reexamination of income." Section VII.(c).(4.) of the lease agreement between Ms. Johnson and AHA states the tenant must "supply the PHA, when requested, with accurate information about income and source of income for all family members and related information necessary to determine eligibility, annual income, adjusted income, and rent." Section 6-1.(K.) of the AHA Admissions and Continued Occupancy Policy (ACOP) identifies child support as annual income, and requires the housing authority to include "court awarded amounts for alimony and child support unless the PHA verifies the payments are not being made."

In considering the evidence presented by both parties, a few distinctions can be made. The Anywhere Housing Authority requires residents of its public housing program to provide true and accurate statements of income for the purposes of determining rent. This policy is defined in AHA's ACOP as well as its lease, which is supported by the federal regulations. This information was requested of Ms. Johnson at each annual reexamination of income, as it is with all AHA program participants. At the annual reexaminations for 2010, 2011, and 2012, Ms. Johnson indicated no member of the household was –or would be – receiving child support income for the reexamination period. During the hearing, Ms. Johnson indicated multiple times that she had received child support income during these time periods, and that she hadn't reported it in any way to AHA. Based on information provided at the hearing, I have sufficient cause to believe Ms. Johnson had been aware of her responsibility under the lease agreement to report all income required, including child support, for the purposes of accurate rent calculation. To the best of my knowledge, I find AHA has complied with its policies regarding this matter.

Based on a review of the case file and evidence/testimony submitted during the formal hearing, it is my determination the Anywhere Housing Authority had sufficient grounds to terminate the lease agreement between the family and AHA and followed all applicable policy and procedures in doing so. Thus, I find the Anywhere Housing Authority followed its established policy in this matter, and, subsequently, it is my decision to uphold the termination action against Ms. Johnson.

This decision shall not constitute a waiver of, nor affect in any matter whatsoever, any rights you may have through judicial review in a court of law.

Respectfully,



Derek B. Antoine  
Assistant Director  
Anytown Housing Authority

CC: Thomas Smith, Executive Director – AHA  
Alisha Homemaker, Occupancy Manager – AHA