JACKSON COUNTY HOUSING AUTHORITY

RESIDENT HANDBOOK

Dear Resident,

On behalf of the entire staff at the Jackson County Housing Authority (JCHA), 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 JCHA 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 property management office.

Sincerely,

Executive Director
Jackson County Housing Authority

The Jackson County Housing Authority 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

ADMINISTRATIVE OFFICES

Jackson County Housing Authority
300 N. 7th Street, Murphysboro, IL 62966

Main Office.....618-684-3183
Front Desk Reception.....Extension 100
Director of Housing Management.....Extension 106

Compliance Department.....compliance@jcha-il.org
Complaints.....complaints@jcha-il.org
Social Service Department.....socialservices@jcha-il.org
Admissions.....admissions@jcha-il.org
Human Resources.....hr@jcha-il.org

CARBONDALE ~ ELKVILLE ~ DESOTO

Management Office… 618-684-3183
207 N. Marion Street, Carbondale, IL 62901
1425 Old West Main, Carbondale, IL 62901
1123 E. College, Lake Heights Carbondale, IL 62901
306 E. Douglas, DeSoto, IL 62924

Property Manager..... Extension 203
Case Manager..... Extension 104
Maintenance/Work Orders..... Extension 113
Social Service Coordinator.....Extension 112/121

Serving:

Douglas Street Cottages.....DeSoto, IL
Lake Heights.....Carbondale, IL
Marion Street Manor.....Carbondale, IL
Old West Main Estates.....Carbondale, IL
Shawnee Community Apartments.....Carbondale, IL
Tyler Young Jr Estates.....Carbondale, IL
Village Hill Community.....Elkville, IL

MURPHYSBORO ~ AVA ~ GRAND TOWER

Management Office… 618-684-3183
300 N. 7th Street, Murphysboro, IL 62966
308 S. 8th Street, Murphysboro, IL 62966
233 N. 13th Street, Murphysboro, IL 62966

Property Manager..... Extension 218
Case Manager..... Extension 206
Maintenance/Work Orders..... Extension 110
Social Service Coordinator.....Extension 115/121

Serving:

13th Street Tower Apartments.....Murphysboro, IL
Bradley Apartments.....Ava, IL
Bridgewood Estates.....Murphysboro, IL
Deal Brothers Apartments.....Murphysboro, IL
Daniel's Building.....Murphysboro, IL
King Willis Manor.....Murphysboro, IL
New Horizons.....Murphysboro, IL
Riverside Townhouses.....Murphysboro, IL
Schickle Apartments.....Grand Tower, IL
Valley Ridge Townhouses.....Murphysboro, IL

TABLE OF CONTENTS

IMPORTANT NUMBERS 2
RESOURCE NUMBERS 4
RULES OF OCCUPANCY 6
KEYS & LOCKS 6
PAINTING AND DECORATING 8
GARBAGE 8
DISTURBANCES 11
YARDS & WALKS 12
PLAYGROUNDS 12
PEST CONTROL 13
RENTERS' INSURANCE 14
EMERGENCY MAINTENANCE 15
FIRES AND OTHER DAMAGES 15
VISITORS AND GUESTS 17
RENT ~ PAYING YOUR RENT 18
NON-PAYMENT EVICTION INFORMATION 19
COURT INFORMATION 19
RENT ~ REPORTING CHANGES 20
PROGRAM FRAUD 21
SECURITY DEPOSIT 21
MOVING OUT 22
RESIDENT COUNCILS AND ORGANIZATIONS 23
LEP – LIMITED ENGLISH PROFICIENCY 23
PET OWNERSHIP POLICY 23
REASONABLE ACCOMMODATIONS 26
SERVICE AND ASSISTANCE ANIMALS 26
SMOKE-FREE POLICY 26
VAWA – VIOLENCE AGAINST WOMEN ACT 27
GRIEVANCE PROCEDURE 32

RESOURCE NUMBERS

Ameren	800-755-5000
Clearwave Communication	877-552-9283
Frontier	877-711-7027
Mediacom	800-824-6047
SIH Memorial Hospital, Carbondale	618-549-0721
Center for Medical Arts	618-549-5361
Shawnee Health/Dental/Mental	618-519-9200
Senior Adult Services	855-699-6312
SIH St. Joseph Memorial Hospital	618-684-3156
Southern Illinois Senior Centers	618-457-4151
Jackson County Human Services Department	618-687-1705
Department of Rehabilitation Services	877-581-3690
GED Classes	618-985-2828
John A. Logan College	618-985-2828
Western Egyptian (utility assistance)	618-965-3458
Illinois Department of Human Services	833-234-6343
Southern Illinois Center for Independent Living	618-457-3318
Center for Empowerment and Justice	618-457-2777
Centerstone for Comprehensive Services	618-457-4008
Murphysboro Food Pantry	618-684-8258
Shalom Cooperative Parish (Grand Tower Food Bank)	618-303-7234
TRICO Community Food Pantry (Ava)	618-318-3636
Elkville Chrisitan Church (Food Bank)	618-568-1544

DeSoto Food Pantry 618-521-0347

Victory Dream Center/DC Café/Food Pantry 618-351-8018

SPIN Soup Kitchen/Resale Store 618-201-7298

Good Samaritan Ministries Soup Kitchen/Resource Center 618-457-0323

Jackson County Health Department 618-684-3143

Military/Veterans Crisis Line 800-273-8255

Trevor Project (Youth Hotline) 866-488-7386

Trans Lifeline 877-565-8860

Suicide Prevention Hotline 800-273-8255

Domestic Violence Hotline 800-799-7233

National Parent Helpline 855-427-2736

Gambling Hotline 800-522-4700

Sexual Assault Hotline 800-656-4673

Drug Free Kids Helpline 855-378-4373

SAMHSA's Hotline (Mental/Substance Abuse) 800-622-4357

Assistance with food, housing bills, childcare 211

Lions of Illinois Foundation (Vision/Hearing) 800-955-5466

Head Start 618-453-6448

Man-Tra-Con Corporation 618-998-0970

Brody's Hauling and Cleaning Service 618-713-9256

Disclaimer: JCHA provides this list for convenience purposes only. The information listed was provided to JCHA by third parties. JCHA does not endorse the content contained on this list, nor any of the third parties' published information, and hereby disclaims any responsibility for such content. JCHA is not making a recommendation or solicitation to any party listed. Individuals should perform their own due diligence when contacting any third parties listed on this form.

RULES OF OCCUPANCY

The Jackson County Housing Authority (JCHA) 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 home or around the building. Please see the Maintenance Section of this Handbook for more details on this.

JCHA 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:

Comply with the terms of the Dwelling Lease and Resident Handbook, as applicable

- Pay your rent, utilities, and other charges in full and on time every month
- Don't disturb your neighbors
- Promptly call the Work Order Technician if something needs repair
- Allow JCHA to inspect the home at reasonable times after reasonable notice
- Take responsibility for the care of the inside of your home along with your yards and walkways, including reporting any damages caused by you and/or family
- Provide JCHA with complete and accurate information and documentation determined by JCHA to be necessary for administration of the program
- Cooperate in attending all appointments scheduled by JCHA
- Promptly notify JCHA of any changes in family composition and income
- Do not engage in drug-related or criminal activity while on JCHA property or in any housing programs
- Do not commit fraud, bribery, or any other corrupt or criminal act in connection with any housing programs
- Provide at least 30-day written notice to JCHA before moving out of your home or terminating your lease
- Do not smoke in your home 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 missing or is in need of repair, let your Property 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 or calling in a work order.

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 home locked when you returned. All personnel contracted through JCHA are required to lock the home they were in once they have completed the work inside the home regardless of the door being unlocked when they arrive. This also includes the Maintenance Staff, Property Management Staff, etc. Do not leave a "hidden key" anywhere outside your home as this creates a concern for safety.

If JCHA has to unlock your home you will be charged for 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 at the current labor and material rates.

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 home without your permission or without proper notice unless emergency repairs or emergency contact is necessary. Requesting a work order grants the Maintenance Staff permission to enter your home. You may request the Maintenance Staff complete the work while you are home, and we will do our best to accommodate the request.

SECURE ENTRANCE BUILDINGS

If your new home is located on one of our properties that has electronic access entrances, you will be issued a "fob" along with the keys to your home and mailbox. 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 the key to your house. 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". You may request additional "fobs" by contacting your Property Manager.

You are encouraged to use the phone line intercom 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.

Do NOT prop open exterior doors

PAINTING AND DECORATING

Your home was painted by JCHA 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. It is extremely difficult to remove and can damage the wall and ceiling surfaces they are installed on.

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. Blinds that are in need of repair should be reported to the Work Order Technician.

GARBAGE

Garbage is not to be stored on the ground outside of your home. Always bag your garbage and secure the opening before putting it in the dumpsters or a garbage bin. This helps reduce the odor and will not provide a source of food for pests. Please remember not to 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.

If you have curb-side garbage pick-up, all garbage must be in the approved garbage bins. 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. This is a JCHA requirement and often a township requirement.

If your home has shared garbage pickup, garbage is to be immediately placed in one of the dumpsters located in your community.

Throwing garbage on the ground and/or failing to keep garbage properly stored and disposed of, which results in JCHA cleaning up the mess, may result in your household receiving a clean-up fee.

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. These areas are for the enjoyment of the residents and not unaccompanied guests. Activities are also held in some of these areas, so check your bulletin board for dates and times of these events!

The common areas may also be available for you to reserve for a personal event. Please contact your Property Manager to check the availability of the space, pay the reservation deposit, 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 reservation deposit.

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. Additionally, you, members of your household and guests CANNOT urinate in the common areas. These actions may result in termination of your lease.

LAUNDRY

All high rises have laundry facilities conveniently located in the building for use by residents only. 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).

Also, please be aware of the hours the Laundry Room is open. Most Laundry Rooms are located next to another resident's home and the vibration/noise of the machines can be heard in their home.

The hours (and days, if applicable) the Laundry Room in your building is available for use will be posted on the Laundry Room door.

Most of the non-high-rise homes have a hook up for your washer and dryer. You are responsible for installing and maintaining your own equipment. JCHA Maintenance Staff CANNOT do this for you.

HOUSEKEEPING

There is nothing better to prevent illness and bug infestation in your home than good cleaning habits. You are responsible for keeping your home clean. Please remember that if a pest infestation occurs due to your neglect or housekeeping, you will be responsible for the cost of correcting the problem. There are many things you can do to keep your home clean and sanitary:

- Immediately clean up spills and leftover food: Do not let spills or 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.
- 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

The upkeep of your home is your responsibility, while repairs to the structure or equipment and fixtures are the responsibility of JCHA staff. There are many things you can do to keep your home in good repair:

- Do not pour grease or wax down the drain in your kitchen or bath
- Do not flush anything down the toilet, other than what it is designed for., "Flushable" wipes, baby wipes, tampons, sanitary pads, etc. are not safe to flush
- Store cookies, crackers, cereal, etc. in sealed containers

- 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

Additionally, you can control moisture in your home to help maintain it. 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 home should be reported to your Property Manager and/or the Work Order Technician 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. JCHA Staff will advise you as to what needs to be done on a case-by-case basis.

DRESS CODE

You, your household members, and guests must be properly dressed when outside of your home. This includes community areas, laundry rooms, hallways, lobbies, and outdoors on JCHA property. Please do not leave your home undressed, in your pajamas, robe, or any other inappropriate attire.

You, your household members, and guests must be properly dressed when inside your home when JCHA Staff and contractors are present.

DISTURBANCES

At all times, please be considerate of your neighbors. They are expected to show you the same courtesy. When using your television or stereo, and car stereo, particularly after 10:00 p.m., please be mindful of the volume so that your neighbors aren't disturbed. This applies to all unnecessary noises after 10:00 p.m. and before 8:00 a.m.

PARKING

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

- Make
- Model
- Color
- License Plate
- Insurance Card
- Current registration

Once that information is provided, you will be issued a JCHA parking sticker that must be displayed in the left area of the rear window of the vehicle.

The following parking rules apply at every JCHA development and property:

- There is no assigned parking space for any residents at any property
- You may park in authorized parking areas on a first-come, first-served basis
- Driving on the grounds and lawn is prohibited and may result in fines from JCHA
- To legally park in a space reserved for persons with disabilities, JCHA requires that a state-issued placard be displayed inside the vehicle
- All vehicles parked on JCHA property must have current plates and be operable
- Inoperable, unsafe, or unlicensed vehicles will be towed, at the vehicle owner's expense
- Washing and working on vehicles on JCHA 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 JCHA property without proper approval from JCHA.

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

The following items cause a liability issue to you and JCHA and therefore are not allowed to be added to or used on JCHA property:

- Pools
- Tiki-torches
- Tents of any kind

The use of BBQ grills, firepits, smokers or similar are limited to designated areas as notified by JCHA.

Additionally, we ask that you help us keep the lawns and yards free from loose garbage. This means properly disposing of garbage. If your community has a garbage dumpster, garbage must be bagged and placed inside the dumpster. If dumpsters are not available, you must store your garbage in appropriate bins neatly on your back patio. Garbage not properly stored may not be kept on your patio or porch. Throwing garbage on the ground and/or failing to keep garbage properly stored, which results in JCHA cleaning up the mess, may result in your household receiving a clean-up fee.

Those of you who live in single family, duplex, and row houses are responsible for maintaining the driveway, sidewalks, and yard. This includes picking up trash (even though it may not be yours) that is in your yard. Additionally, you must supply your own snow shovel and remove snow and ice from the front and rear walks of your home. If you require assistance with this requirement, please contact your Property Manager.

Main sidewalks and parking areas owned by JCHA will be cleared or plowed after 2" or more accumulation of snow. You are responsible for cleaning out the snow around your vehicle.

JCHA is not responsible for plowing or shoveling city owned streets.

JCHA provides lawn mowing services to all properties. Lawn mowing services are typically completed between March and November and vary weekly depending on the weather and need. If you live in a single family, duplex, and row houses are responsible for maintaining the driveway, sidewalks, and yards so that they are free from debris, including garbage, so that the mowing services may take place.

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 discuss with them the need to keep these in good repair and not to destroy the equipment, landscaping, etc. that belongs to us so that everyone can enjoy them. If you, a member of your household or guest is found damaging property, you will be responsible for the cost of repairing or replacing it.

SATELLITE DISHES, RADIO, AND TELEVISION ANTENNAS

Satellite dishes, radio and television antennas or similar items may not be installed or connected to any JCHA property without the prior written consent of JCHA, and then only under the conditions given by JCHA 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 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 must be installed by a professional to the satisfaction of JCHA
- JCHA must 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

JCHA provides monthly pest control services to be performed at all locations and it is mandatory for all residents' homes. This service is provided to you at no additional cost. You will receive advance notice when pest treatment is scheduled by your Property Manager. 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 home is not accessible for treatment at the scheduled time, you will be charged for the return visit to treat your home.

If at any time you are experiencing a problem with pests, please contact the Work Order Technician 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 garbage.

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. JCHA is committed to keeping bed bugs out of all of our housing units. If you believe you have bed bugs in

your home, you must contact the Work Order Technician immediately so we can inspect and determine if you have them.

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

Bed bug infestations are a serious matter:

- JCHA's role as the housing provider is to arrange for and pay the cost of the treatment
- Your role as the housing occupant is to prepare your home and personal property for treatment before the scheduled treatment date
- If you do not comply with the requirements of the treatment process, or fail to prepare your home for a scheduled treatment, you will incur a service charge (also known as a "trip charge") from the pest control contractor
- If you fail to prepare for the initial treatment, you will be given a second, and final opportunity to prepare your home for treatment. A treatment will be scheduled by JCHA staff for a second time.
- If you fail to prepare your home for the treatment in accordance with the checklist provided you will be considered a violation of your lease. This violation may lead to the termination of your lease and an eviction.

RENTERS' INSURANCE

JCHA strongly recommends you obtain renter's insurance to protect your belongings. JCHA's insurance policies do not provide insurance coverage for your household's personal items, damage that may be caused to the home by your household, property of your guests or family members, or loss of food in the event of refrigerator failure.

Policies are available at most insurance agencies. 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:

- 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. Remember each policy is different, so go over it thoroughly with your agent to ensure you are properly covered.

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 Work Order Technician 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 worn 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 household members, your family, and/or your guests. This includes any damage due to neglect from not notifying JCHA of a problem.

A list of standard charges, "Schedule of Maintenance Charges," was provided to you at lease-up and is also posted in each property management office and at: www.JCHA-IL.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.

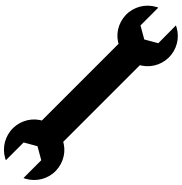
All maintenance repair requests (Work Orders) must be called in to JCHA Work Order Technician so that Maintenance staff can perform an assessment and/or complete the repair. Likewise, non-emergency work orders may be submitted through your online tenant portal.

Please see JCHA's "Preventative Maintenance Book" for more information on the care of your new home.

EMERGENCY MAINTENANCE

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. DO NOT wait to notify JCHA of an emergency situation.

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
- Gas leak

If these situations happen during JCHA's normal office hours, please call the Work Order Technician. If these situations happen after-hours, please call 618-684-3183 and Press 9.

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, PROVIDED THE DAMAGE WAS NOT THE RESULT OF NEGLECT OR ABUSE by you, your household member(s), your family, or your guests.

- For your safety and the safety of those who live around you, flammable liquids such as gasoline are never to be stored inside any JCHA 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 the smoke detector(s) in your home

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 Work Order Technician 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 home (disconnected 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 home, by damage, removal, covering, or another method of tampering, you will receive a single warning that you are in violation of your lease.
- A second instance of tampering with or impairing the operation of the smoke/fire/carbon monoxide detector installed in your home will result in an eviction notice since this is a serious life-safety violation.

FIRE ALARMS AND SMOKE DETECTORS

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

DO NOT ATTEMPT TO DISCONNECT YOUR SMOKE DETECTORS, 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 home 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 devices becomes defective, please call in a work order to have it replaced.

Having smoke detectors in your home that do not work properly 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 home from time to time or come to visit you with your permission. They include guests, visitors, and individuals not listed on your lease as part of your household.

A guest, visitor, and individuals not listed on your lease is defined as a person temporarily staying in the home with your, or another member of the household's, consent who has the expressed or implied sole authority to so consent on your behalf.

All guests and visitors to your home are required to comply with all rules of JCHA intended for residents. It is your responsibility to inform your guests of those rules and requirements. The head of the household is responsible for the conduct of visitors and guests, inside the home as well as anywhere on or near JCHA 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 JCHA property during the hours of 11:00 p.m. – 8:00 a.m. are required to have a JCHA issued Guest Pass. This includes all visitors 12 years of age and older. Guest passes must be requested 24 hours in advance and are issued by your Property Manager during regular business hours.
- A guest can remain in the home for no longer than 14 consecutive days or a total of 30 cumulative calendar days during a 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 joint custody arrangements or for whom a family has visitation privileges, which are not included as a family member because they live outside of the public housing home more than 50 percent of the time, are not subject to the time limitations of guests as described above.
- Only those individuals who are not former residents whose lease has been terminated, on JCHA bar list, registered sex offender list, or have not previously caused disturbances on JCHA properties will be considered for guest passes.
- Guests who represent the public housing home 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 home 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 JCHA 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 JCHA 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 prior to the first of each month that specifies the amount of your monthly rent and other charges that are due on your account. Rent and all other charges are due and payable on or before the first of the month. Payments made will be applied to amounts owing in the order specified in the lease. All payments that are made by check or money order should be made payable to the Jackson County Housing Authority. Cash payments are **NOT** accepted.

Payments may be made by mailing your non-cash payment or bringing it to your Property Manager, or placing it in a drop box. You may make a cash payment at a local participating bank. Credit card and debit card payments are accepted at the Administration Office. A service fee is charged for use of debit and credit card. You may also have your rent directly debited from your account. Your Property Manager can provide additional information regarding payment options.

A Late Fee will be applied if rent is not paid in full by the 10th day of the month. Accounts are considered paid on the date of actual receipt and not on the date the payment is mailed or postmarked. A Returned Check Fee will be applied if the financial institution it is drawn on does not honor the payment.

Repeated court cases for non-payment of rent or other charges may result in the termination of your lease.

The filing of 3 court cases for non-payment of rent within a 12-month period may result in termination of your lease!

REPAYMENT PLAN

Any amount owed to JCHA by you and your household can become part of your repayment plan. 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 you refuse to repay the debt, do not enter into a repayment agreement, or breach a repayment agreement, JCHA will terminate your lease in accordance with the terms of the lease. JCHA will also pursue other modes of collection to recoup any amounts due and owing by you to JCHA. This may also include submitting documentation to the State of Illinois to receive any tax refunds you may be due until the debt is repaid.

- Before executing a repayment agreement with you, JCHA will generally require a down payment against the total amount owed.
- Amounts less than or equal to $1,000 must be repaid within 12 months.
- Any repayment agreement between JCHA and you must be signed and dated by JCHA and

the head of household and spouse/co-head (if applicable).

- All payments are due on the 10th day of each month.
- If a payment is not received on the date due, and prior approval for the missed payment has not been given by JCHA, JCHA will send you a delinquency notice giving you 30 business days to make the late payment. If the payment is not received by the due date of the delinquency notice, it will be considered a breach of the agreement and JCHA will terminate tenancy in accordance with the lease.
- If you receive three delinquency notices for unexcused late payments in a 12- month period, the repayment agreement may be considered in default, and JCHA may terminate tenancy in accordance with the lease.
- JCHA generally will not enter into a repayment agreement with you
    - If there is already a repayment agreement in place
    - If the amount owed by you exceeds the federal or state threshold for criminal prosecution
    - If court action has already commenced

NON-PAYMENT EVICTION INFORMATION

Paying your account balances timely is important and should be a top priority. If you have not paid your account in full on or about the 10th calendar day of the month, a non-payment eviction notice will be mailed or delivered to you. 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 JCHA's attorney for court ordered collection and/or eviction.

JCHA will employ a special process server to assist in notifying you of this obligation to appear in court. You will be liable for the court fees to cover the costs and expenses incurred, including reasonable attorney fees, in enforcing the terms of the dwelling lease or in recovering possession of the dwelling unit, unless you prevail in such legal action.

Once your account has been assigned to JCHA's attorney, only payment in full will be accepted prior to a court ordered judgment (for monies owed and possession of the dwelling unit) being entered between you and JCHA.

COURT INFORMATION

All cases will be heard via zoom court or at the Jackson County Courthouse.

If you are sent to court for any reason, you can expect the following on the scheduled court date:

1. If you fail to appear in court on the scheduled date, JCHA will ask to be awarded possession of the dwelling unit, and a "default" judgment order will be filed with the courts.
2. If JCHA agrees that you may continue to reside in the dwelling unit, you will be given a reasonable period of time to pay your account balance in full.
3. If the account is not paid in full by the date set forth in the court ordered judgment, JCHA will take possession of the dwelling unit:

a) In all cases where JCHA has a court order for possession and you fail to vacate the unit by the date set forth in the court order, JCHA will take possession of the unit after scheduling with the Jackson County Sheriff's Department.
b) Payments made after the Sheriff has been scheduled for a forcible entry will not stop the eviction process.
c) On the date JCHA takes possession of the unit, all 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. If your income changes in any way, you should contact your Property Manager or report it via email to compliance@jcha-il.org.

Income that must be considered includes, but is not limited to wage, tips, salaries, pensions, social security benefits, bonus, commissions, child support, alimony, TANF/AABD payments, unemployment benefits, etc.

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

You must also notify JCHA when:

- Your source of income changes
- Your income increases
- Your income decreases
- Your allowances (dependent or elderly status or expenses; childcare or medical) changes
- 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 Continuing Occupancy Policy*) located on the JCHA website at: www.JCHA-IL.org.

The timeliness of a rent change may depend in part on how soon required forms and documents are submitted to JCHA. If you fail to cooperate with promptly returning paperwork necessary to process the change, changes will be processed with no consideration given 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 year
- 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. Failure to attend and/or complete the recertification meeting may result in termination of your lease.

PROGRAM FRAUD

Failure to comply with program reporting requirements shall be considered intentional fraud. When JCHA determines that program abuse by a family has occurred and the amount of underpaid rent meets or exceeds the threshold for prosecution under local or state law, JCHA will refer the matter to the appropriate entity for eviction and 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 materially 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 JCHA will be pursued including criminal prosecution pursuant to Title 18, Section 1001 of the United States Code and initiation of eviction action. JCHA 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 will be 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 Property Manager 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 30 days' 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

JCHA 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

JCHA has been installing central air conditioning in the "walk-up" type units. If your home has central air conditioning it will have a fixed- temperature thermostat installed that will not cool the home 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. You may install a window air conditioner at your own expense if you want a room to be cooler than what is provided.

High Rise Air Conditioners
Air conditioners are provided and maintained by JCHA Maintenance Staff. **The "window" air conditioners are only permitted to be installed into the "sleeve" built into the wall for expressly that purpose.** If you live in a home that has a sleeve built into the wall, you cannot install air conditioners in your windows due to safety reasons. Property Managers 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 JCHA properties have an active Resident Council. The primary purpose of these groups is:

- To advise JCHA staff on matters of concern to residents and to bring questions to JCHA staff
- To give feedback to JCHA 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 JCHA 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 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 JCHA staff to develop and update the PH Agency Plan. A resident from each community, along with Housing Choice Voucher participants, serves on this board. The meetings are held annually.

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 JCHA residents.

LEP – LIMITED ENGLISH PROFICIENCY

Language for Limited English Proficiency Persons (LEP) can be a barrier to accessing important benefits or services. JCHA 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.

PET OWNERSHIP POLICY

The purpose of this policy is to establish rules governing the ownership of common household pets in and on properties owned and operated by JCHA. 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. Only 1 cat or 1 dog is allowed in the home. In addition to 1 cat or 1 dog, you may have an aquarium no larger than 10 gallons, or a pair of birds, gerbils, hamsters, rabbits, or guinea pigs. No other types of animals are permitted.

- All dogs and cats must be spayed or neutered
- The adult animals 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 JCHA property within 3 days after receiving written notice from JCHA.

Specific breeds or species of animals that are deemed potentially harmful to the health or safety of others will not be permitted. including, but not limited to: Rottweilers, Pit Bull Terriers, Chow, or Boxer Breeds. Ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites or lacerations. Any animals normally found in the wild (raccoons, skunks, squirrels, etc.) and also pigeons, chickens, ducks, and birds of prey (hawk, falcons, etc.) and domestic farm animals. This includes attack and fight trained dogs.

Approval/Registration of Pets
All pets must be approved by and registered with JCHA **prior** to being brought onto the premises. Approval is to be obtained by completing the "Pet Application" form.

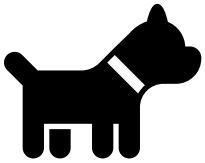
Residents with a cat or dog must pay in full a pet deposit prior to the pet being brought onto JCHA property. JCHA will refund the pet deposit to you, less the costs of any damages caused by the pet to the dwelling unit, within 30 days of move-out or removal of the pet from the home. You will be billed for any amount that exceeds the pet deposit.

Conditions of Pet Ownership
You are responsible for damage caused by your pets (both inside and outside your home), including cleaning or fumigating your home. You are also responsible for the behavior of your pets, assume full liability for your pets, and agree to hold harmless JCHA for any claims caused by an action or inaction of your pets.

If a pet causes harm to any person, you will be required to immediately and permanently remove the pet from the premises within 24 hours' notice from JCHA. Animals that pose a threat to JCHA staff and/or other residents may need to be removed immediately and permanently from the property. If you fail to do so after receiving such notice, you will be considered in violation of the lease and JCHA will seek termination of your tenancy in accordance with the lease.

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

During the intake process a name, address, and phone number of alternate caretaker shall be provided to JCHA should you become unable to care for your pet for any reason. 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 your responsibility.



All pets must be properly licensed and inoculated as prescribed by State and/or local ordinances. JCHA 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.

You are required to take appropriate measures to keep pets free from fleas, ticks, or any other insects. Any pet-related insect infestation in your home will be your responsibility. JCHA reserves the right to perform insect extermination at your expense.

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 instead of taking your pet outside is not allowed.

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

All pets must be kept in your home and must be controlled/contained when JCHA staff, its agents or others must enter your home to conduct business. Pets must be leashed and attended to by an adult at all times when outside. Pets may not be chained or tethered unattended while outside. 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.

You must clean up pet waste and are responsible for prompt and proper disposal of waste. All dog feces shall be picked up by you, 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 in your home is not permitted.

Violations

Violations of any part of this policy may result in:

- Required removal of pet within the specified time frame as indicated in written notice from JCHA
- 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 JCHA 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 the provider's operations.

- VERIFICATION: Before providing an accommodation request, JCHA 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, JCHA will encourage the family to make its request in writing using a reasonable accommodation request form.
- CERTIFICATION OF NEED: If the need for accommodation is not readily apparent or known to JCHA, 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, who is a 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 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 animal, and there must be a person with disabilities in the household who requires the animal'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 JCHA 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.

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 homes, 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 you, your household members, guests, and service persons. You are responsible for ensuring that household members, guests, and your service persons comply with this rule.

Designated Smoking Areas
JCHA does not provide designated smoking areas on any of its properties.

Lease
You 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 anyone to smoke in their homes 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 your lease.

Enforcement
Smoking inside JCHA buildings and/or homes is a lease violation. Repeated violations will result in termination of your lease.

Grievance Procedure
If you are found to be in violation of Smoke-Free policy, you may grieve at any stage of violation in accordance with the Grievance Procedure, except in cases where the grievance would be excluded by the Dwelling Lease or PHA Policy. Additional information regarding the Grievance Procedure can be found in Chapter 14 of the ACOP and in this Resident Handbook.

VAWA – VIOLENCE AGAINST WOMEN ACT

The Violence against Women Reauthorization Act of 20122(VAWA) provides special protections for survivors of domestic violence, dating violence, sexual assault, trafficking, and stalking who are applying for or receiving assistance under the public housing program.

Protections for Victims
If you are the survivor of domestic violence, dating violence, sexual assault, trafficking, 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.JCHA-IL.org.

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

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

Proving That You Are a Survivor of Domestic Violence, Dating Violence, Sexual Assault, Trafficking, or Stalking
JCHA can require you to certify that you are a survivor of domestic violence, dating violence, sexual assault, trafficking, or stalking. The ways you can certify are:

- Self-certify
- Complete the HUD-5382 certification form given to you by JCHA
- 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, trafficking 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
JCHA must keep confidential any information you provide about the violence against you, unless:

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

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

VAWA and Other Laws
VAWA does not limit the duty to honor court orders about access to or control of a public housing unit. This includes orders issued to protect a survivor 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, trafficking or stalking.

For Additional Information
If you have any questions regarding VAWA, please contact your Property Manager and/or the Director of Housing Management.

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

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 cohabiting with or has cohabited 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.

ANTI-HARASSMENT

JCHA is committed to maintaining an environment free from harassment of any nature. JCHA will not tolerate such misconduct as it can cause great damage to all employees, interns, volunteers, clients, tenants, applicants, participants, guests, vendors, contractors, and persons doing business with JCHA, and JCHA's environment.

Reprisals against individuals filing complaints under this policy will not be tolerated. Residents who violate this policy may be subject to eviction in accordance with this policy, the JCHA Admissions and Continued Occupancy Policy and the Dwelling Lease. Other persons who violate this policy may be subject to expulsion from JCHA's premises. Any individual who knowingly or maliciously files a false report of harassment may be subject to eviction or expulsion from JCHA's premise.

Please note that while this policy sets forth the goal of promoting an environment that is free of

discrimination, violence and harassment, the policy is not designed or intended to limit JCHA's authority to seek eviction for conduct which JCHA deems unacceptable, regardless of whether that conduct satisfies the definition of discrimination, violence, or harassment.

If a person feels that s/he is being subjected to harassment s/he may immediately inform the harasser that the conduct is unwelcome and needs to stop. If the inappropriate conduct does not cease, or if the person is unable to or uncomfortable with addressing the alleged harasser directly, s/he should report the incident to his/her Property Manager or if the harasser is an employee, Human Resources. It is helpful, but not required, to provide a written record of the date, time and nature of the incident(s) and the names of any witnesses.

It is important to report all concerns about harassment or inappropriate sexual conduct to the Property Manager or another member of JCHA management as soon as possible. Management must be made aware of the situation so that it can conduct an immediate and impartial investigation and take appropriate action to remediate or prevent the prohibited conduct from continuing.

Definition of Harassment
Harassment of any nature is prohibited. Harassment consists of unwelcome conduct toward an individual because of his/her age, race, gender, color, religion or other protected status when the conduct creates an intimidating, hostile, or offensive environment that causes suffering.

Definition of Sexual Harassment
Sexual harassment is unwelcome conduct of a sexual nature that is persistent or offensive and interferes with an employee's job performance or creates an intimidating, hostile or offensive work environment. Likewise, sexual harassment is unwelcome conduct of a sexual nature that is persistent or offensive and interferes with an applicant, tenant, program participant's housing rights and/or status or creates an intimidating, hostile or offensive housing environment. Sexual harassment is defined by the federal Equal Employment Opportunity Commission as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature.

Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or housing rights and/or status. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions or housing rights and/or status affecting such individual. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment

Sexual harassment can be physical and psychological in nature. An aggregation of incidents can constitute sexual harassment even if one of the incidents considered on its own would not be harassing.

Examples of Prohibited Conduct
Though harassment encompasses a wide range of conduct, some examples of specifically prohibited conduct include the following:

- Physical acts, such as inappropriate, unwanted, uninvited, or injurious physical contact with another; stalking, sexual assault, sexual battery, molestation or attempts to commit these assaults, and intentional physical conduct that is sexual in nature, such as touching, pinching, patting, poking, grabbing, brushing against another employee's or applicant/tenant/program participant's body, and destruction or damage to the property of another individual
- Unwelcome sexual advances, propositions or other sexual comments, such as sexually oriented

gestures, noises, remarks, jokes, or comments about a person's sexuality or sexual experience

- Written or electronic communication of any type that incorporates language or depictions that would constitute bullying, using any medium (including, but not limited to, cell phones, computers, websites, electronic networks, instant messages, text messages, and e-mails)
- Verbal threats made to another; blackmail, or demands for protection money
- Non-verbal threats or intimidation such as aggressive or menacing gestures, posturing
- Direct or indirect, relationally aggressive behavior such as social isolation, rumor spreading, or damaging someone's reputation
- Preferential treatment or promises of preferential treatment to an employee, applicant, tenant, or program participant for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward
- Subjecting, or threats of subjecting, an employee, applicant, tenant, or program participant to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of that employee's sex or perceived sex
- Sexual or discriminatory displays or publications anywhere in the Housing Authority's workplace by the Housing Authority employees
- Any of the above conduct which occurs outside of the workplace when such conduct creates, or reasonably can be expected to create, a substantial disruption in the workplace and/or at work sponsored activities and events
- Repeated or pervasive taunting, name-calling, belittling, mocking put-downs, or demeaning humor relating to another's race, color, gender, sexual orientation, ancestry, religion, disability, or other personal characteristics, whether or not the person actually possesses them, that could reasonably be expected to result in the disruption of work and/or work activities or that results in a hostile work environment for the person
- Retaliation for sexual harassment complaints

Anyone can be a victim of harassment, regardless of their sex and of the sex of the harasser. Appropriate performance reviews, counseling or discipline by the employee's supervisor do not constitute harassment or bullying.

JCHA recognizes that sexual harassment may also occur between people of the same sex. What matters is that sexual conduct is unwanted and unwelcome by the person against whom the conduct is directed.

Any sexual harassment of an employee by a resident is prohibited whether it takes place within JCHA provided housing or outside on the grounds and including off JCHA premise.

Sanctions and disciplinary measures

Any resident who has been found to have sexually harassed another person under the terms of this policy, is liable to any of the following sanctions:

- Eviction
- Certain serious cases, including physical violence, will result in the immediate eviction of the harasser, and the filing of formal charges in Jackson County.

Implementation

It is the responsibility of the Executive Director to ensure that all employees are aware of this policy and that all residents acknowledge receipt of the policy.

Monitoring and Evaluation
The Executive Director is responsible for dealing with discrimination, violence and harassment cases and will report to the JCHA Board of Commissioners on compliance with this policy, including the number of incidents, how they were dealt with, and any recommendations made.

GRIEVANCE PROCEDURE SUMMARY

Any dispute which you may have with respect to an action or failure to act by JCHA in accordance with the individual resident lease or which adversely affects your rights, duties, welfare, or status to appeal governed by JCHA' policy. The full policy and procedure are located in Chapter 14 of the ACOP (Admissions and Continuing Occupancy Policy) and incorporated by reference in Article II, ¶14 of the Dwelling Lease.

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

- Disputes between residents, class grievances, and policy negotiations
- Lease terminations involving criminal activity by residents, household members, or guests that threaten the health, safety, or right to peaceful enjoyment of the premises of other residents or JCHA employees
- 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 resident 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

Requests for Hearings
Informal grievances requests can be made orally or in writing to JCHA's administrative office located at 300 N. 7th Street, Murphysboro, IL 62966, within 10 business days after the occurrence of the event that gave rise to the grievance.

Informal Settlement Conference
If the grievance is not determined to fall within one of the exclusions (stated in section (1), then the representative of JCHA originally responsible for the adverse action, will, within 10 business days after the resident's initial presentation of grievance, informally discuss the grievance with the complainant or his/her 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 JCHA and the resident 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 resident fails to attend the scheduled meeting without prior notice, JCHA will reschedule the appointment only if the resident can show good cause for failing to appear, or if it is needed as 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.

Written Summary
Within ten 10 business days after the informal settlement conference, a summary of the informal discussion shall be prepared by JCHA, a copy thereof shall be provided to the complainant resident, and a copy will be retained in JCHA's resident file.

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 JCHA's main office, located at 300 N. 7th Street, Murphysboro, IL 62966 no later than 10 business days after the date complainant receives the summary of discussion delivered as required under above.

Failure to Request a Formal Hearing
If the complainant fails to request a hearing within 10 business days after receiving the written summary of the informal settlement conference, JCHA's decision rendered at the informal hearing becomes final and JCHA 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 JCHA's action in disposing of the complaint in an appropriate judicial proceeding.

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.

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:

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

Time, Place, Notice
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 JCHA personnel. The hearing shall be scheduled not later than the 10th business day after the complainant has completed such compliance.

Selection of Hearing Officer
All grievance hearings shall be conducted by an impartial person appointed by JCHA, other than person who made or approved the PHA action under review or subordinate of such person.

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

- The opportunity to examine, before the hearing, any JCHA documents, including records and regulations that are directly relevant to the hearing. The complainant will be allowed to copy any such document at no charge. The complainant must request discovery of JCHA documents no later than 12:00 PM on the business day prior to the hearing.
- The right to be represented by counsel or another person chosen as the complainant's representative and to have such person make statements on the complainant's behalf.
- The right to have 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 JCHA and to confront and cross examine all witnesses upon whose testimony or information JCHA or its management relies; and

- A decision based solely and exclusively upon the facts present at the hearing.

Failure to Appear

If the complainant or JCHA fails to appear at a scheduled hearing, the hearing officer may make a determination to postpone the hearing for no more than 5 business days or may make a determination that the party has waived his/her right to a hearing. Both the complainant and JCHA must be notified of the determination by the hearing officer provided, that a determination that the complainant has waived his/her right to a hearing will not constitute a waiver of any right the complainant may have to contest JCHA's disposition of the grievance in an appropriate judicial proceeding.

There may be times when a complainant does not appear due to unforeseen circumstances which are out of their control and are no fault of their own.

If the complainant does not appear at the scheduled time of the hearing, the hearing officer will wait up to 30 minutes. If the complainant appears within 30 minutes of the scheduled time, the hearing will be held. If the complainant does not arrive within 30 minutes of the scheduled time, they will be considered to have failed to appear.

If the complainant fails to appear and was unable to reschedule the hearing in advance, the complainant must contact JCHA within 24 hours of the scheduled hearing date, excluding weekends and holidays. The hearing officer will reschedule the hearing only if the complainant 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.

Required Showing of Entitlement Relief

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

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 JCHA. 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.

Hearsay Evidence is evidence of a statement that was made other than by a witness while testifying at the hearing and that is offered to prove the truth of the matter. Even though evidence, including hearsay, is generally admissible, hearsay evidence alone cannot be used as the sole basis for the hearing officer's decision. If JCHA fails to comply with the discovery requirements (providing the tenant with the opportunity to examine JCHA documents prior to the grievance hearing), the hearing officer will refuse to admit such evidence. Other than the failure of JCHA to comply with discovery requirements, the hearing officer has the authority to overrule any objections to evidence.

Orderly Conduct Required
The hearing officer shall require JCHA, 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.

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

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

Limited English Proficiency
JCHA will comply with HUD's LEP Final Rule in providing language services throughout the grievance process.

Decision of the Hearing Officer
The hearing officer will issue a written decision, stating the reasons for the decision, within 10 business days after the hearing. Factual determinations relating to the individual circumstances of the family will be based on a preponderance of evidence presented at the hearing. A copy of the decision must be sent to the complainant and JCHA. JCHA must retain a copy of the decision in the resident's folder. A log of all hearing officer decisions must also be maintained by JCHA and made available for inspection by a prospective complainant, his/her representative, or the hearing officer [24 CFR 966.57(a)].

Procedures for Further Hearing
The hearing officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date, before reaching a decision. If the family misses an appointment or deadline ordered by the hearing officer, the action of JCHA will take effect and another hearing will not be granted.

Jackson County Housing Authority
300 N. 7th Street
Murphysboro, IL 62966

618-684-3183
TTY 800-654-5984
www.JCHA-IL.org

The Jackson County Housing Authority is an Equal Opportunity Provider and Employer