

REQUEST FOR FORMAL GRIEVANCE HEARING

Date: _____

To:

Kim Musgrave, Executive Director
Housing Authority of the County of Wayne
303 North First Street
Fairfield, Illinois 62837

Re: Request for Grievance Hearing Regarding Failure to Establish Repayment Agreement, Failure to Provide Written Determination, Assessment of Additional Charges, and Resulting Harm to Resident

Dear Ms. Musgrave:

Pursuant to the Housing Authority's grievance procedure, I hereby request a formal grievance hearing concerning the Housing Authority's handling of my rent arrearage account, including its failure to provide a written determination regarding my request for a hardship repayment agreement, its acceptance of payments consistent with that proposed agreement, and the continued assessment of additional charges despite my ongoing good-faith efforts to resolve the balance.

Statement of Facts

I am a resident of Fairfield Hi-Rise. Due to financial hardship, I temporarily fell behind on my rental obligation. However, I did not refuse to pay, avoid communication, or disregard my obligation to the Housing Authority.

The Housing Authority's resident ledger dated May 27, 2026 reflects an outstanding balance of \$1,738.00 and states: **"No Repayment Agreements on record for this Resident."**

On June 3, 2026, I submitted a written request to the Executive Director for a hardship repayment agreement. My request identified the outstanding balance and proposed a reasonable repayment plan based upon my ability to pay. The proposed arrangement included:

- Payment of all current monthly rent and recurring charges;
- An additional \$300 monthly payment toward the existing arrears;
- A written agreement identifying the balance owed, payment schedule, due dates, and obligations of both parties.

My request was not an attempt to avoid payment. It was an effort to establish a clear and reasonable method to repay the entire balance while maintaining my housing.

The Housing Authority did not provide a written approval, written denial, explanation for denial, or alternative repayment terms.

Instead, after receiving my request, the Housing Authority accepted payments consistent with the repayment arrangement I proposed.

On June 4, 2026, I submitted payment totaling \$866.00, consisting of:

- \$566.00 toward current monthly charges; and
- \$300.00 toward arrears.

The Housing Authority accepted those payments.

I continued making payments consistent with the proposed repayment arrangement, including additional \$300 payments toward arrears in July 2026 and August 2026.

At no point during this period did the Housing Authority provide written notice stating that my proposed repayment arrangement was rejected, that my payments were insufficient, or that the Housing Authority intended to require immediate payment of the remaining balance.

After accepting payments for three consecutive months, the Housing Authority sought to require payment of the remaining balance under different terms.

The Housing Authority's Failure to Provide a Timely Determination

The central issue in this grievance is not whether the Housing Authority may collect valid rent charges. The issue is whether the Housing Authority acted reasonably after receiving a written repayment request and accepting payments consistent with that request.

The Housing Authority had several opportunities to communicate its position. It could have approved the request, denied the request, proposed different terms, or informed me that the payments being made would not prevent further collection activity.

Instead, the Housing Authority remained silent while accepting payments.

This left me without clear notice of my account status and without an opportunity to address any concerns the Housing Authority may have had regarding the proposed repayment arrangement.

Good-Faith Performance and Reliance on Housing Authority Conduct

The resident's actions demonstrate a continuous good-faith effort to resolve the delinquency.

I requested a repayment agreement in writing. I proposed terms that would fully repay the balance. I made the required payments. The Housing Authority accepted those payments.

The Housing Authority's conduct reasonably indicated that the repayment arrangement was being accepted as a method to cure the arrearage. I relied upon that course of conduct by continuing to make payments consistent with the proposed arrangement.

It is unreasonable for the Housing Authority to accept the benefits of those payments while failing to communicate that it considered the arrangement unacceptable.

Consistency With Housing Authority Practice and HUD Guidance

Repayment agreements exist to provide a structured method for resolving resident arrears. They allow residents who demonstrate the ability and willingness to pay to cure balances while allowing the Housing Authority to recover amounts owed.

The Housing Authority's own records recognize repayment agreements as part of its account management process. The Housing Authority has previously entered into repayment agreements with residents experiencing arrears, including situations where residents failed to fully comply with prior repayment arrangements.

The purpose of a repayment agreement is not to excuse a resident's obligation to pay. It is to create a reasonable path toward repayment when a resident demonstrates the ability and willingness to satisfy the obligation.

In this case, the resident demonstrated exactly the type of conduct repayment agreements are intended to address.

Financial Harm and Requested Relief

Because the Housing Authority failed to provide a written determination regarding the repayment request while accepting payments under the proposed arrangement, additional charges continued to accrue and increased the amount claimed to be owed.

The resident respectfully requests that the grievance officer:

1. Determine whether the Housing Authority acted reasonably and consistently in handling the repayment request.
2. Determine why no written response was provided to the June 3, 2026 repayment agreement request.
3. Determine whether the Housing Authority's acceptance of payments created a reasonable expectation that the proposed repayment arrangement was being used to cure the arrearage.
4. Order removal or credit of late fees assessed during the period in which the Housing Authority failed to provide clear written repayment terms.
5. Require the Housing Authority to establish a written repayment agreement for any remaining valid balance under reasonable terms.
6. Require the Housing Authority to provide any policies, procedures, or criteria used when determining whether repayment agreements are offered or denied.

Respectfully submitted,



X _____