

[REDACTED]
303 North First Street, Apartment [REDACTED]
Fairfield, Illinois 62837

September 2, 2026

Via Hand Delivery—Central Office Drop Box—and Email

Wayne County Housing Authority
C/O Kim Musgrave, Executive Director
303 North First Street
Fairfield, Illinois 62837
wayneha@midwest.net

CC: WCHA Board of Commissioners

**RE: Timely Preservation and Exercise of Grievance Rights; Challenge to August 24, 2026
Notice of Lease Termination; Demand for Immediate Withdrawal**

Notice Date: August 24, 2026

Service Date: August 24, 2026

Resident: [REDACTED]

Unit: Fairfield Hi-Rise, Apartment [REDACTED]

To Whom It May Concern:

I, [REDACTED] timely submit this written request to preserve and exercise my grievance rights concerning the August 24, 2026 Notice of Lease Termination.

This request is submitted under protest and is intended to preserve my tenancy, housing rights, grievance rights, procedural rights, and all defenses. It does not constitute an admission, consent to termination, agreement to surrender possession, or waiver of any right, defense, or objection.

Representative Designation

I designate and authorize [REDACTED] to act as my representative for all communications, notices, responses, document requests, scheduling, grievance proceedings, and all other matters relating to the August 24, 2026 Notice of Lease Termination.

Effective immediately, all communications concerning this matter shall be directed exclusively to my authorized representative:



The Housing Authority is directed not to contact me directly concerning this notice or any related grievance, account dispute, hardship request, termination proceeding, or eviction matter.

Challenge to the Entire Termination Process

I challenge the legitimacy of the August 24, 2026 termination process in its entirety because the notice is materially defective as issued.

The notice expressly states:

“Pursuant to the **Section 2; The term ‘Required Payments’** shall include (a) the amount fixed as rent for uses and occupancy of the premises; and/or Section 9; (f) keep the premises and such other areas as may be assigned to him for his exclusive uses in a clean and safe condition; (g) dispose of all ashes, garbage, rubbish and other waste from the premises in a sanitary and safe manner.”

By including Section 2 and defining “Required Payments” to include rent for use and occupancy, the Housing Authority asserted a payment-related lease violation. However, the notice does not state:

1. The amount allegedly owed;
2. The months or period involved;
3. The charges included;
4. The applicable accounting;
5. The payment instructions;
6. The amount required to cure; or
7. The date by which payment must be made.

The notice therefore does not identify what payment would preserve the tenancy.

Illinois Notice and Cure Requirement

Under 735 ILCS 5/9-209, a landlord seeking termination for nonpayment must make a written demand for the rent claimed to be due and provide the tenant not less than five days after service to make payment before termination. The statute also recognizes the effect of full payment of the rent demanded under the notice.

The August 24 notice contains no stated amount and no written demand identifying what payment would prevent termination. Its general reference to “Required Payments” and its thirty-

day surrender language do not substitute for the specific rent demand and cure opportunity required by Illinois law.

Because the notice does not identify the amount that can be paid to cure the alleged Section 2 violation, it is materially defective and cannot properly serve as the foundation for an eviction based on nonpayment.

HUD Notice Requirements

The August 24, 2026 notice is also materially defective under the applicable HUD requirements governing termination for nonpayment of rent. Under the applicable provisions of 24 C.F.R. § 966.4, including § 966.4(q), the public-housing lease and termination process must provide the federally required notice before an eviction for nonpayment of rent is filed.

The August 24 notice does not identify the amount allegedly owed, the months or period involved, the charges included, the calculation of the claimed balance, the method or location for payment, the amount required to cure, or the date by which payment must be made. Its general reference to “Required Payments” and its thirty-day surrender language do not provide meaningful notice of what must be paid to preserve the tenancy.

The notice is therefore materially defective as issued. WCHA cannot cure that defect merely by asserting for the first time during the grievance process or an eviction proceeding a payment amount, accounting, payment instruction, or cure requirement that the notice itself never identified.

Mandatory Hardship Process

On August 19, 2026, before the August 24 notice was issued, I submitted a written request for a financial-hardship exemption from minimum rent and a reasonable repayment agreement for any legitimate back minimum rent determined to be owed.

That request triggered the mandatory requirements of 24 C.F.R. § 5.630(b)(2)(i). For public housing:

1. The minimum-rent requirement is suspended beginning the month following the request;
2. The suspension continues until the PHA determines whether a qualifying hardship exists and whether it is temporary or long-term;
3. The PHA must make that determination promptly;
4. The PHA may not evict the family for nonpayment of minimum rent during the applicable 90-day period; and

5. If the hardship is determined to be temporary, the PHA must offer a reasonable repayment agreement for the resulting back minimum rent.

The August 24 notice was issued while that mandatory hardship process remained unresolved. It does not identify the minimum-rent component of the account, reflect a hardship determination, or provide the required repayment-agreement process.

Disputed Account Charges

The August 19 submission also disputed the late fees and the \$60 “Legal Fees (Serve Papers)” charge shown on the resident ledger. I requested documentation establishing the authority for those charges, the required written notices, the dates those notices were provided, and the dates those charges became due and collectible.

Under 24 C.F.R. § 966.4(b)(4), charges assessed under the applicable late-payment provisions are not due and collectible until two weeks after the PHA provides written notice of the charges.

WCHA had not provided a written determination resolving the hardship request or the disputed account charges before issuing the August 24 notice. The Authority therefore cannot treat those matters as an established payment default or include them within an unspecified “Required Payments” balance.

Demand for Immediate Withdrawal

I demand that WCHA immediately withdraw the August 24, 2026 Notice of Lease Termination in its entirety.

I further demand that WCHA:

1. Recognize this letter as a timely preservation and exercise of my grievance rights concerning the August 24 notice;
2. Process the August 19 hardship request under 24 C.F.R. § 5.630;
3. Provide the required written hardship determination;
4. Identify the minimum-rent component affected by the suspension;
5. Determine and provide any applicable repayment-agreement terms;
6. Provide a complete itemized account;
7. Resolve the disputed late fees and legal/service charge in writing; and
8. Refrain from relying on the August 24 notice as the foundation for termination or eviction while the required hardship and account processes remain unresolved.

The August 24 notice should not be supplemented through the grievance process by supplying a payment amount, cure theory, or other basis not stated when the notice was issued. WCHA should not be permitted to use the grievance process to repair a materially defective termination notice.

Preservation of Rights

This request is submitted solely to preserve my grievance rights and to place WCHA on contemporaneous notice of the material defects in the August 24 notice and the unresolved mandatory hardship and account-review requirements.

Nothing in this letter waives any claim, defense, objection, or right under the lease, federal law, Illinois law, the grievance policy, or 42 U.S.C. § 1983. I do not consent to termination of my lease, surrender of my apartment, or waiver of my right to remain in possession.

If WCHA proceeds despite these defects, the August 24 notice, the unresolved hardship request, the disputed account charges, and this written objection will be preserved for administrative, judicial, and federal review.

All future communications concerning this matter shall be directed exclusively to my authorized

[REDACTED]

Sincerely,

/s/ [REDACTED]

[REDACTED]
Resident, Fairfield Hi-Rise, Apartment [REDACTED]