

No. 1-14-1790

NOTICE: This order was filed under Supreme Court Rule 23 and may not be cited as precedent by any party except in the limited circumstances allowed under Rule 23(e)(1).

IN THE
APPELLATE COURT OF ILLINOIS
FIRST JUDICIAL DISTRICT

CHRISTINE WATKINS,)	Appeal from the
)	Circuit Court of
Plaintiff-Appellant,)	Cook County.
)	
v.)	No. 14 CH 1300
)	
CHICAGO HOUSING AUTHORITY,)	Honorable
)	Leroy Martin,
Defendant-Appellee.)	Judge Presiding.

JUSTICE CUNNINGHAM delivered the judgment of the court.
Presiding Justice Delort and Justice Connors concurred in the judgment.

ORDER

¶ 1 **Held:** The CHA's decision to terminate plaintiff's assistance in the Housing Choice Voucher Program was not clearly erroneous.

¶ 2 Plaintiff Christine Watkins, *pro se*, appeals from an order of the circuit court of Cook County affirming the decision of defendant, Chicago Housing Authority (CHA), to terminate her from the Housing Choice Voucher Program (HCV program), due to her violation of two family obligations upon which her participation in the program was contingent. On appeal, plaintiff contends that she did not violate those family obligations.

¶ 3 The record shows that the HCV program was implemented to provide housing to low income people in the private market. The program is funded by the U.S. Department of Housing and Urban Development (HUD), and administered by the CHA. Continued participation in the program requires compliance with applicable rules and regulations, including HUD and CHA family obligations. Plaintiff became a participant in this program in 2003, but was removed therefrom in 2005. She was reinstated in the program in 2006, and has lived in several subsidized apartment units in Chicago since then.

¶ 4 The record further shows that on May 13, 2008, plaintiff filled out a continued occupancy form for an apartment located at 123 East 49th Street in Chicago. Therein, plaintiff included her daughter, Keara Davis,¹ as one of the people who would live in the subsidized unit, and use it as their primary residence, during the next 12 months. In signing the form, plaintiff certified that the information she had provided therein was accurate and complete and that any false statements or information would be grounds for termination from the program. On that same date, plaintiff signed a HCV program participant family obligations form which listed program requirements including, *inter alia*, that participants notify the CHA within 30 days if any family member no longer lived in the unit and that the unit must be used solely for residence by the family and as the family's principal place of residence. This form also provided that plaintiff understood that any violation of her family obligations may result in her family's termination from the program.

¶ 5 On August 6, 2013, the CHA sent plaintiff a letter of intent to terminate her participation in the HCV program due to her violation of the two aforementioned family obligations. Therein,

¹ Keara is referred to as both "Keara" and "Kerara" throughout the record. For purposes of this order, we will use the name "Keara."

the CHA stated that Keara did not pass the standard for continued participation because she had been evicted from an unsubsidized unit located at 6707 South Artesian, showing that Keara was not living with plaintiff in the subsidized unit or using it as her principal place of residence. On November 19, 2013, the CHA sent plaintiff a revised intent to terminate letter in which it advised plaintiff that Keara was on her voucher at the time of her eviction from the unsubsidized unit.

¶ 6 Plaintiff requested an informal administrative hearing, which took place on January 21, 2014. At the hearing, Chamira Evans, an employee of a CHA contractor that assists in administering the HCV program, testified on behalf of the CHA. Evans described the manner in which the CHA maintains information electronically, and testified that participation in the HCV program requires that families adhere to the regulations set forth in the family obligations form. Program participants are briefed on the contents of this form upon entering into the program, as well as during biannual program recertification, and at any time that a participant requests "moving papers." Participants are required to sign the family obligations form in order to participate in the program, and are provided with a written copy of the form. Plaintiff signed such a form in this case.

¶ 7 Evans further testified that the amount of the voucher a particular family receives is determined by the number of family members living in a subsidized unit. A screening report was generated on July 26, 2013, pertaining to plaintiff and her family. The report reflected that Keara was evicted from an apartment at 6707 South Artesian on June 10, 2009. Plaintiff never lived in a subsidized unit at that address. Plaintiff's signed application for continued occupancy, dated May 13, 2008, reflected that Keara would be living with her at 123 East 49th Street for the next

12 months. Plaintiff certified that this information was accurate and that she understood that false statements were grounds for termination of housing assistance. She also certified that she had read and signed the participant family obligations form. Records reflect that plaintiff did not notify the CHA that Keara would be moving out of plaintiff's apartment at any time in 2008 or 2009.

¶ 8 The CHA introduced public records reflecting that Keara and her father, Ira Davis, were named as defendants in Case No. 09 M1 713745, in which it was alleged that they owed overdue rent for an apartment at 6707 South Artesian, and that an order of possession was entered against both of them in relation thereto on July 13, 2009. Evans testified that she spoke with plaintiff on the telephone on August 6, 2013, and informed her about the eviction findings. When Evans asked plaintiff if Keara had ever lived anywhere other than at plaintiff's subsidized unit, plaintiff stated that Keara had lived elsewhere, but only for four months, and that she, plaintiff, had not informed the CHA about it because she knew that Keara was coming back to plaintiff's subsidized unit. On cross-examination, Evans testified that plaintiff did not state the address where Keara lived during the four months when she was not living with plaintiff.

¶ 9 Plaintiff testified that she first became a program participant in September 2003, but was terminated from the program in June 2005 due to a "mix-up" in which her tax professional inaccurately listed her earnings on her tax forms. Although she subsequently regained her voucher, prior to doing so, Keara moved out for several months. Plaintiff claimed that when she told Evans that Keara had temporarily moved out of plaintiff's subsidized apartment she was referring to the time period before she regained her housing voucher. Plaintiff testified that Keara

did not move out of plaintiff's subsidized apartment at any time between 2007 and 2009, but did occasionally stay at her father's apartment. Plaintiff applied for "moving papers" in July 2013, and was initially informed that her request would be approved, but several days later she received an intent to terminate letter.

¶ 10 Keara testified that she has lived with plaintiff ever since plaintiff regained her housing voucher and denied ever living elsewhere during that time. Keara further testified that one day while visiting her father's apartment at 6707 South Artesian, the building manager arrived with a lease for her father to sign. Because her father was not there, the manager told her to sign the lease, so Keara signed her name on it. Keara did not live in that unit with her father, but she occasionally visited him there and spent the night. Keara claimed that she did not know about the eviction proceeding regarding her father's apartment until plaintiff was informed about it by the CHA. On cross-examination Keara testified that she could not recall if she read the lease before she signed it or if her name or her father's name was listed on it. At the time she signed the lease, she was 23 or 24 years old.

¶ 11 Ira testified that he moved into the apartment at 6707 South Artesian in January 2009, but did not sign a lease at that time. Keara did not live there with him, but did visit from time to time. Several weeks after he moved into the apartment, the building manager told Keara, who was visiting, to sign the lease because Ira was not there to do so. The manager left a copy of the lease for him, and Ira saw that Keara was not listed anywhere on the lease aside from her signature. Ira was unhappy that Keara's signature was on the lease and the manager told Ira he would bring him a new lease, but never did so. Ira moved out of the apartment in April 2009 because it was

not in good shape, but was unable to return the keys because the manager had moved out and Ira's calls to the landlord were not returned. On cross-examination, Ira testified that he did not have the copy of the lease that was given to him.

¶ 12 The CHA submitted the following documents into evidence: (1) notice of informal hearing; (2) original intent to terminate letter; (3) revised intent to terminate letter; (4) informal hearing request; (5) family obligations letter signed by plaintiff on May 13, 2008; (6) July 26, 2013 screening report; (7) housing assistance payment contract dated November 9, 2007; (8) apartment lease dated September 21, 2012; (9) application for continued occupancy dated May 13, 2008; (10) group exhibit consisting of complaint, affidavit of service, and order of possession in Case No. 2009 M1 713745; and (11) electronic CHA memo pertaining to plaintiff. Plaintiff did not present any exhibits to be admitted into evidence.

¶ 13 The hearing officer issued a decision letter on February 14, 2014, upholding the CHA's decision to terminate plaintiff's HCV assistance. Therein, the hearing officer noted that a family's continued participation in the HCV program requires compliance with the HUD and CHA family obligations, including, in pertinent part, providing written notification within 30 days if any family member no longer lives in the unit, and using the dwelling unit solely for residence by the family and as the family's principal place of residence. The hearing officer found that based on the testimony and documentary evidence presented at the hearing, along with relevant family circumstances, the CHA proved by a preponderance of the evidence that plaintiff failed to comply with the two specified family obligations. In reaching this decision, the hearing officer

found that plaintiff understood her family obligations and stated that he found plaintiff, Keara and Ira's testimony regarding Keara's residence to be incredible.

¶ 14 The hearing officer also pointed out that pursuant to its policy, the CHA is permitted, but not required, to consider all relevant circumstances when determining whether a family's assistance should be terminated. CHA Admin. Plan, Ch. 12-II, p. 9, section D. The hearing officer stated that in this case, one or more of the following factors was being taken into consideration: (1) the seriousness of the case, especially with respect to how it affects other residents; (2) the extent of participation or culpability of individual family members; and (3) the length of time since the violation occurred, the family's recent history, and the likelihood of favorable conduct in the future.

¶ 15 The hearing officer found that plaintiff's two family obligations violations were "serious," and that her behavior was a "willful and intentional disregard" of the program's rules and procedures. The hearing officer noted that plaintiff had a history of failing to follow program rules and proper procedures, including non-payment of her portion of rent and prior loss of her voucher due to a "tax mix-up," and thus found that favorable conduct in the future was not likely.

¶ 16 On March 7, 2014, plaintiff filed a petition for judicial review by writ of *certiorari* in the circuit court of Cook County, alleging that the decision to terminate her from the HCV program was contrary to the law, an abuse of discretion, and against the manifest weight of the evidence. On May 16, 2014, the circuit court denied plaintiff's petition for writ of *certiorari* and affirmed the CHA's decision to terminate her HCV assistance, finding that the CHA's decision was not against the manifest weight of the evidence. Plaintiff now appeals from that order.

¶ 17 We first note that plaintiff has failed to set forth a cogent argument in her brief as required by Supreme Court Rule 341 (eff. July 1, 2008), and instead fashioned her brief as a letter to the court in which she contends that "CHA is being unfair with [her] for some reason." In further violation of Supreme Court Rule 341, plaintiff's brief contains no citations to the record on appeal or to applicable authority, or any of the requisite sections, such as a statement of facts, argument section, or an appendix. Ill. S. Ct. R. 341(h)(6),(7),(9) (eff. July 1, 2008). Plaintiff's *pro se* status does not excuse her from complying with supreme court rules governing appellate procedure (*Coleman v. Akpakpan*, 402 Ill. App. 3d 822, 825 (2010)), and she is expected to meet a minimum standard before this court can adequately review the decision of the circuit court (*Rock Island County v. Boalbey*, 242 Ill. App. 3d 461, 462 (1993)). Plaintiff has not done so here. That said, although we have the authority to dismiss plaintiff's appeal due to these deficiencies (*McCann v. Dart*, 2015 IL App (1st) 141291, ¶ 20), we have the benefit of a cogent appellee's brief, and thus will address the merits of plaintiff's appeal.

¶ 18 The CHA operates under the Illinois Housing Authorities Act (310 ILCS 10/1 *et seq.* (West 2012)), which did not adopt the Administrative Review Law (735 ILCS 5/3-101 *et seq.* (West 2012)). When the act conferring power on the agency does not expressly adopt the Administrative Review Law and provides for no other form of review, common law writ of *certiorari* is the appropriate method for obtaining circuit court review for the administrative action. *Outcom, Inc. v. Illinois Department of Transportation*, 233 Ill. 2d 324, 335-36 (2009). However, an appeal from the decision rendered in such a proceeding is treated as any other appeal for administrative review. *Landers v. Chicago Housing Authority*, 404 Ill. App. 3d 568,

571 (2010). Accordingly, we review the decision of the administrative agency, and not the determination of the circuit court. *Id.*

¶ 19 On review of an agency's decision, factual findings are deemed true and correct unless they are against the manifest weight of the evidence, meaning that the opposite conclusion is clearly evident. *Cinkus v. Village of Stickney Municipal Officers Electoral Board*, 228 Ill. 2d 200, 210 (2008). A decision involving a mixed question of law and fact, however, will not be reversed unless it is clearly erroneous. *AFM Messenger Service, Inc. v. Department of Employment Security*, 198 Ill. 2d 380, 390-91 (2001). A decision is clearly erroneous if the record leaves the reviewing court with the firm and definite conviction that a mistake has been made. *Id.* at 395.

¶ 20 Here, plaintiff contends that she did not violate her family obligations because Keara never moved out of the plaintiff's subsidized apartment during the time in question. Plaintiff does not appear to contest that she was aware of all of her family obligations or that Keara was included on her voucher as a resident of the subsidized apartment from May 2008 through May 2009.

¶ 21 At the hearing, the CHA introduced documents reflecting that in June 2009 eviction proceedings were brought against Keara and Ira in relation to an unsubsidized apartment located at 6707 South Artesian. That period was a time during which Keara was included on plaintiff's voucher for the subsidized apartment. Keara acknowledged that in early 2009 she signed the lease for the apartment at 6707 South Artesian. Although she and Ira both testified that although her name was on the lease, she did not live in that apartment with him, the hearing officer found

that their testimony in that regard was not credible. Evans testified that plaintiff told her that Keara moved out of the subsidized apartment for a period of time, and that she never informed the CHA about it because she knew that Keara would be moving back. Although plaintiff testified that the time period to which she was referring was the time during which her program participation had been terminated and before she regained her voucher, the hearing officer found that plaintiff's testimony regarding Keara's residency was not credible. Finally, Evans testified that CHA records reflected that at no time did plaintiff inform the CHA about Keara's change in residency.

¶ 22 Based on the foregoing, we find that the hearing officer's decision to affirm the CHA's termination of plaintiff's housing assistance due to her violation of the two specified family obligations was not clearly erroneous. More specifically, we find that given the evidence presented at the hearing, the hearing officer could reasonably conclude that Keara did in fact move out of the subsidized unit and live in the apartment located at 6707 South Artesian at a time during which she was included on plaintiff's voucher, that Keara thereby failed to use the subsidized apartment as her primary residence, and that plaintiff failed to inform the CHA about Keara's change in residency.

¶ 23 In reaching this conclusion, we have considered plaintiff's argument that the hearing officer partially relied upon erroneous information in reaching his determination. In his written decision, the hearing officer cited to CHA policy which permits, but does not require, the CHA to take additional relevant factors into consideration. CHA Admin. Plan, Ch. 12-II, p. 9, section D. The hearing officer stated that the CHA was taking one or more of three specified factors into

consideration in this case; then made findings in relation to all three factors. In relation to the third factor the hearing officer found that favorable conduct by plaintiff in the future was not likely in light of her history of failing to follow program rules and proper procedures, including non-payment of her portion of rent and prior loss of her voucher due to a "tax mix-up." Plaintiff points out that the record is devoid of any evidence establishing that she was ever in arrears in paying the tenant portion of her rent, and that she regained her housing voucher in 2006 after the CHA's prior decision to terminate her housing assistance was found to be clearly erroneous.

¶ 24 We first note that plaintiff did not submit the circuit court's 2006 order at the hearing, and thus the hearing officer did not have the benefit of the additional details that were contained therein. Further, although plaintiff is correct that the record contains no evidence that she ever failed to pay her portion of her rent, even where an administrative agency considers improper evidence or factors in arriving at its decision, that decision is not subject to reversal where it is supported by other evidence in the record or where the improper evidence did not result in prejudice. *Ming Auto Body/ Ming of Decatur, Inc. v. Industrial Comm'n*, 387 Ill. App. 3d 244, 257-58 (2008); see also *Gregory v. Bernardi*, 125 Ill. App. 3d 376, 378 (1984) (utilizing harmless error analysis in judicial review of unemployment compensation administrative proceedings). In this case, we find that the hearing officer's decision was amply supported by other evidence in the record.

¶ 25 For the foregoing reasons, we affirm the judgment of the circuit court of Cook County.

¶ 26 Affirmed.