**Section 380.413 Revocation/Non-Renewal of Commitments**

a) LAAs may apply for a renewal of their Commitments, which shall be granted at the discretion of the applicable Agency, subject to the restrictions set forth in this Section. Agencies shall review the performance of each LAA at the end of the LAA's Commitment term. Agencies shall only renew the Commitments of those LAAs that have satisfactorily performed their obligations under their Commitments, as determined by the Agency. The performance review shall include, without limitation, the LAA's compliance with requirements for Tenant eligibility, Tenant Contribution, and rent charged for the Units; the number of two-, three-, and four-bedroom Units included among the Units receiving Rental Assistance; the adequacy, frequency, and sufficiency of inspections of Units; the proper and timely submission of quarterly landlord certifications and Reconciliations; the LAA's compliance with its Plan for Services and its outreach plan, including outreach activities conducted by the LAA within and around the LAA's Service Area; the LAA's compliance with its selection plan for Landlords; the implementation of the LAA's pledge to offer Rental Assistance for Units for Special Needs Households, if applicable; the LAA's responsiveness in addressing concerns about the LAA's performance under its Commitment; and proper documentation of the LAA's operating expenses and other program requirements.

b) If an LAA does not wish to renew its Commitment or the Agency does not renew the Commitment of an LAA, the Agency shall seek another LAA to provide Rental Assistance for Units receiving Rental Assistance under the un-renewed Commitment. The Agency may offer a temporary Commitment to an LAA working in the same Service Area, and if the substitute LAA's performance is satisfactory, may extend the temporary Commitment for a period not to exceed three years. If the Agency is unable to find a replacement LAA, the Agency shall give 90 days' notice to the Tenants and Landlords of its intention to terminate Rental Assistance for the Units, and shall reallocate the Rental Assistance funds for these Units.

c) If an LAA does not perform in accordance with the provisions of its Commitment with an Agency, as determined upon review by the Agency, the Agency may revoke the Commitment before its expiration. In determining whether a Developer has adequately performed under its Commitment, the Agency shall review the performance factors outlined in subsection (a).

d) Before the revocation/non-renewal, the Agency shall inform the LAA in writing of the reasons for the revocation/non-renewal. The written notification of revocation/non-renewal shall also indicate that the LAA will have 30 days to submit a written appeal to the Agency. The LAA's appeal shall be addressed to the Agency and shall include a written statement of the LAA's position, including, without limitation, responses to any allegations of poor performance, along with all relevant supporting documentation. The Agency will review and make a final decision as to the revocation/non-renewal of the Commitment within 30 days after receiving the written appeal. Commitments not renewed due to lack of funding are not subject to appeal.

e) If the Agency decides to revoke or not renew a Commitment, a final Reconciliation shall be performed and any amount due to the Agency by the LAA shall be paid within 10 days. If the LAA fails to pay that amount to the Agency, the Agency may exercise any remedies available to it at law or in equity to recover that amount from the LAA.

(Source: Amended at 46 Ill. Reg. 12608, effective July 7, 2022)