**Housing Authority of the**

**Town of Harrison**

**Grievance Procedure**

**Adopted: \_**

**Resolution: \_**

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# Introduction

The Housing Authority of the Town of Harrison (“Housing Authority”) is a public entity which provides decent, safe, and sanitary affordable housing to low-income families and seniors. It was created pursuant to State law by the Town of Harrison and is funded by the U.S. Department of Housing and Urban Development (“HUD”). The Housing Authority is governed by an independent Board of Commissioners (“Board”).

The Housing Authority has established this Grievance Procedure to assure that a tenant is afforded an opportunity for a hearing if the tenant disputes, within a reasonable time, any Housing Authority action or failure to act involving the tenant’s lease with the Housing Authority or Housing Authority regulations which adversely affect the tenant’s rights, duties, welfare, or status.[[1]](#footnote-1)

# Applicability

1. The Grievance Procedure shall apply to any dispute which a tenant may have with respect to the Housing Authority’s action or failure to act in accordance with the tenant’s lease or the Housing Authority regulations which adversely affect the tenant’s rights, duties, welfare, or status.[[2]](#footnote-2)

Based on a due process determination by HUD, the Housing Authority hereby excludes from the Grievance Procedure any grievance concerning a termination of tenancy or eviction that involves: (1) any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of the Housing Authority; (2) any violent or drug-related criminal activity on or off such premises; or (3) any criminal activity that resulted in felony conviction of a household member.[[3]](#footnote-3) Accordingly, the Housing Authority shall not provide the opportunity for a hearing under these circumstances.[[4]](#footnote-4)

1. The Grievance Procedure shall not be applicable to disputes between tenants not involving the Housing Authority or to class grievances.[[5]](#footnote-5)
2. The Grievance Procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of tenants and the Housing Authority’s Board of Commissioners.[[6]](#footnote-6)

# Informal Proceeding

1. Any grievance shall be personally presented by the tenant, either orally or in writing, to the Housing Authority office within ten (10) business days of the action or failure to act giving rise to the grievance.[[7]](#footnote-7)
2. The tenant shall specify the ground(s) upon which the grievance is based and the remedy they are seeking.[[8]](#footnote-8)
3. The Housing Authority shall meet with the tenant to informally discuss the grievance and any potential settlement without the need for a hearing.[[9]](#footnote-9) The meeting shall occur either upon presentation, or at a mutually agreeable time that is confirmed in writing.
4. The Housing Authority shall prepare a summary of the informal proceeding within a reasonable time after the meeting.[[10]](#footnote-10)
	1. The summary shall specify the names of the participants, dates of meeting, the nature of the proposed disposition of the grievance and the specific reasons therefor, and shall specify the procedures by which a hearing may be obtained if the tenant is not satisfied.[[11]](#footnote-11)
	2. A copy of the summary will be provided to the tenant and another copy will be retained in the Housing Authority’s tenant file.[[12]](#footnote-12)

# Formal Hearing

1. If the tenant is not satisfied with the outcome of the informal proceeding, they have ten (10) business days from the date of receipt of the written summary to submit a written request for a formal hearing to the Housing Authority’s office.
	1. If the tenant fails to timely request a hearing, then the Housing Authority’s disposition of the grievance through the informal proceeding shall become final.
	2. Failure to request a hearing shall not constitute a waiver by the tenant of the right thereafter to contest the Housing Authority’s disposition of the grievance in an appropriate judicial proceeding.
2. The formal hearing must be scheduled promptly for a time and place reasonably convenient to both the tenant and the Housing Authority and held before a hearing officer.[[13]](#footnote-13)
	1. A written notification specifying the time, place, and the procedures governing the hearing must be delivered to the tenant and the appropriate official.[[14]](#footnote-14)
	2. The hearing officer shall be an impartial person or persons selected by the Housing Authority, other than the person who made or approved the decision under review, or a subordinate of that person.[[15]](#footnote-15)
3. If the tenant or the Housing Authority fails to appear at a scheduled hearing, then the hearing officer may make a determination to postpone the hearing for no more than five (5) business days or may make a determination that the party has waived their right to a hearing.[[16]](#footnote-16)
	1. Both the tenant and the Housing Authority must be notified of the determination by the hearing officer.[[17]](#footnote-17)
	2. A determination that the tenant has waived their right to a hearing will not constitute a waiver of any right the tenant may have to contest the Housing Authority’s disposition of the grievance in an appropriate judicial proceeding.[[18]](#footnote-18)

1. Fair Hearing Standards
	1. Prior to the hearing, the tenant shall be afforded the opportunity to examine any Housing Authority documents, including records and regulations, that are directly relevant to the hearing.[[19]](#footnote-19)
		1. The tenant shall be allowed to copy any such document at the tenant’s expense.[[20]](#footnote-20)
		2. If the Housing Authority does not make the document available for examination upon request by the tenant, the Housing Authority may not rely on such document at the hearing.[[21]](#footnote-21)
	2. The tenant shall have the right to be represented by counsel or other person chosen as the tenant’s representative and to have such person make statements on the tenant’s behalf at the hearing.[[22]](#footnote-22)
	3. The Housing Authority shall provide reasonable accommodation to facilitate the participation of persons with disabilities.[[23]](#footnote-23)
	4. The Housing Authority shall, in accordance with its Language Access Plan, provide language assistance measures to facilitate the participation of persons with Limited English Proficiency.[[24]](#footnote-24)
	5. The tenant shall have the right to a private hearing, unless the tenant requests a public hearing.[[25]](#footnote-25)
	6. The tenant shall have the right to present evidence and arguments in support of the grievance, to controvert evidence relied on by the Housing Authority, and to confront and cross-examine all witnesses upon whose testimony or information the Housing Authority relies.[[26]](#footnote-26)
	7. The tenant must first make a showing of an entitlement to the relief sought and thereafter the Housing Authority must sustain the burden of justifying the action or failure to act against which the grievance is directed.[[27]](#footnote-27)
	8. The tenant shall have the right to a decision based solely and exclusively upon the facts presented at the hearing.[[28]](#footnote-28)
2. The tenant or the Housing Authority may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.[[29]](#footnote-29)
3. Hearing Officer Decision
	1. The hearing officer must prepare a written decision, including the reasons for the Housing Authority’s decision, within a reasonable time after the hearing.[[30]](#footnote-30)
	2. A copy of the decision must be sent to the tenant and the Housing Authority.[[31]](#footnote-31)
		1. The Housing Authority must retain a copy of the decision in the tenant’s folder.[[32]](#footnote-32)
		2. The Housing Authority must maintain a log of all hearing officer decisions and make that log available upon request of the hearing officer, a prospective tenant, or a prospective tenant’s representative.[[33]](#footnote-33)
	3. The decision of the hearing officer will be binding on the Housing Authority unless the Housing Authority’s Board of Commissioners determines that: (1) the grievance does not concern Housing Authority action or failure to act in accordance with or involving the lease or Housing Authority regulations, which adversely affects the tenant’s rights, duties, welfare, or status; or (2) the decision of the hearing officer is contrary to applicable Federal, State or local law, HUD regulations or requirements of the annual contributions contract between HUD and the Housing Authority.[[34]](#footnote-34)
	4. A decision by the hearing officer or Board of Commissioners in favor of the Housing Authority or which denies the relief requested by the tenant in whole or in part will not constitute a waiver of, nor affect in any manner whatever, any rights the tenant may have to a trial de novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.[[35]](#footnote-35)

# Implementation

1. The Grievance Procedure shall be included in, or incorporated by reference in, all tenant dwelling leases.[[36]](#footnote-36)
2. The Housing Authority shall furnish a copy of the Grievance Procedure to each tenant and to resident organizations.[[37]](#footnote-37)

# Amendments and Revisions

The Grievance Procedure may be amended or revised from time to time by the Housing Authority’s Board of Commissioners. The Housing Authority will notify residents of all proposed amendments and/or revisions to the Grievance Procedure in accordance with 24 C.F.R. 966.52(c).

1. 24 C.F.R. 966.50. [↑](#footnote-ref-1)
2. 24 C.F.R. 966.53(a) [↑](#footnote-ref-2)
3. 24 C.F.R. 966.51(a)(2)(i). [↑](#footnote-ref-3)
4. 24 C.F.R. 966.51(a)(2)(iv). [↑](#footnote-ref-4)
5. 24 C.F.R. 966.51(b). [↑](#footnote-ref-5)
6. 24 C.F.R. 966.51(b). [↑](#footnote-ref-6)
7. 24 C.F.R. 966.54. [↑](#footnote-ref-7)
8. See 24 C.F.R. 966.54. [↑](#footnote-ref-8)
9. 24 C.F.R. 966.54. [↑](#footnote-ref-9)
10. 24 C.F.R. 966.54. [↑](#footnote-ref-10)
11. 24 C.F.R. 966.54. [↑](#footnote-ref-11)
12. 24 C.F.R. 966.54. [↑](#footnote-ref-12)
13. 24 C.F.R. 966.56(a). [↑](#footnote-ref-13)
14. 24 C.F.R. 966.56(a). [↑](#footnote-ref-14)
15. 24 C.F.R. 966.53(e). [↑](#footnote-ref-15)
16. 24 C.F.R. 966.56(c). [↑](#footnote-ref-16)
17. 24 C.F.R. 966.56(c). [↑](#footnote-ref-17)
18. 24 C.F.R. 966.56(c). [↑](#footnote-ref-18)
19. 24 C.F.R. 966.56(b)(1). [↑](#footnote-ref-19)
20. 24 C.F.R. 966.56(b)(1). [↑](#footnote-ref-20)
21. 24 C.F.R. 966.56(b)(1). [↑](#footnote-ref-21)
22. 24 C.F.R. 966.56(b)(2). [↑](#footnote-ref-22)
23. 24 C.F.R. 966.56(f). [↑](#footnote-ref-23)
24. 24 C.F.R. 966.56(g). [↑](#footnote-ref-24)
25. 24 C.F.R. 966.56(b)(3). [↑](#footnote-ref-25)
26. 24 C.F.R. 966.56(b)(4). [↑](#footnote-ref-26)
27. 24 C.F.R. 966.56(d). [↑](#footnote-ref-27)
28. 24 C.F.R. 966.56(b)(5). [↑](#footnote-ref-28)
29. 24 C.F.R. 966.56(e). [↑](#footnote-ref-29)
30. 24 C.F.R. 966.57(a). [↑](#footnote-ref-30)
31. 24 C.F.R. 966.57(a). [↑](#footnote-ref-31)
32. 24 C.F.R. 966.57(a). [↑](#footnote-ref-32)
33. 24 C.F.R. 966.57(a). [↑](#footnote-ref-33)
34. 24 C.F.R. 966.57(b). [↑](#footnote-ref-34)
35. 24 C.F.R. 966.57(c). [↑](#footnote-ref-35)
36. 24 C.F.R. 966.52(b). [↑](#footnote-ref-36)
37. 24 C.F.R. 966.52(d). [↑](#footnote-ref-37)