

**QUINCY HOUSING AUTHORITY
ADMINISTRATIVE GRIEVANCE PROCEDURE FOR
TENANTS RESIDING IN FEDERALLY FUNDED PUBLIC HOUSING**

I. Applicability

- (a) The Quincy Housing Authority (Authority) administrative grievance procedure shall be applicable to all individual grievances as hereafter defined between the tenant and the Quincy Housing Authority. This procedure shall supersede and replace any other grievance procedure previously adopted.
- (b) Whereas, HUD has issued a due process determination for Massachusetts, the Quincy Housing Authority hereby excludes from its administrative grievance procedure any grievance concerning a termination of tenancy or eviction that involves:
 - (A) Any criminal activity of a Tenant or household member or guest of Tenant that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the Authority, or
 - (B) Any drug-related criminal activity of tenants or household member or guest of tenant on or near the Authority premises.

In such cases, the Quincy Housing Authority shall utilize judicial eviction procedures pursuant to Massachusetts General Laws, Chapter 239.

- (c) The Authority grievance procedure shall not be applicable to disputes between tenants not involving the Quincy Housing Authority or to class grievances. The grievance procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of tenants and the Quincy Housing Authority's Board of Commissioners.
- (d) The Quincy Housing Authority will furnish a copy of the grievance procedure to each tenant and to resident organizations.

II. Definitions

For the purpose of this procedure, the following definitions are applicable:

- (a) **Grievance** shall mean any dispute which a tenant may have with respect to Quincy Housing Authority action or failure to act in accordance with the individual tenant's lease or regulations which adversely affect the individual tenant's rights, duties, welfare or status.
- (b) **Complainant** shall mean any tenant whose grievance is presented to the Quincy Housing Authority or at the project management office in accordance with this procedure.

- (c) **Hearing panel** shall mean a panel selected in accordance with Part V to hear grievances and render a decision with respect thereto.
- (d) **Tenant** shall mean the adult person (or persons) who resides in the unit and who executed the lease with the Quincy Housing Authority as lessee of the dwelling unit or, if no such person now resides in the unit, the adult person who is the remaining head of household of the tenant family residing the unit. Tenant shall not include a live-in aide.
- (e) **Resident organization** includes a resident management corporation.

III. **Initiation of a grievance.**

Any grievance shall be personally presented by the complainant either orally or in writing, to the Quincy Housing Authority at its main administrative office or at the office of the project manager of the project in which the complainant resides. A grievance based upon a notice of lease termination shall be presented to the Authority within **seven** days after delivery to the tenant's apartment of a notice of termination of tenant's lease. All other grievances shall be presented to the Authority within **fourteen** days after the grievant first became aware or should have become aware of the subject matter for the grievance. If the grievance is presented in writing, it must be mailed (postmarked) or delivered on or before the date of the respective deadline.

IV. **Informal settlement of grievance.**

Upon receipt of a grievance, the Authority, through the project manager of the project in which the complainant resides or such other Authority representative, will discuss the grievance with the complainant informally to determine whether the grievance can be settled without a hearing. A summary of such discussion shall be prepared within a reasonable time and one copy shall be given to the tenant and one retained in the Quincy Housing Authority's tenant file. The summary shall specify the names of the participants, date(s) of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefor, and shall specify the procedures by which a hearing under Part V may be obtained if the complainant is not satisfied.

V. **Procedures to obtain a hearing.**

- (a) **Hearing prerequisite.** All grievances shall be personally presented either orally or in writing pursuant to the informal procedure described in Part III as a condition precedent to a hearing under this section: *Provided*, That if the complainant shall show good cause to the hearing panel why he failed to proceed in accordance with Part III, the provisions of this subsection may be waived by the hearing panel.
- (b) **Request for hearing.** The complainant shall submit a written request for a hearing to the Quincy Housing Authority at its main administrative offices or at the complainant's project manager's office within **seven** days after the date of mailing or delivery of the summary of discussion pursuant to Part IV. The request for hearing must be mailed (postmarked) or delivered to the Authority on or before the date of the deadline. The written request shall specify:

- (1) the reasons for grievance, and
- (2) the action of relief sought.

(c) ***Hearing Panel.***

- (1) The Hearing Panel shall be composed of three members: (1) one representative and one alternate chosen by the Quincy Housing Authority; (2) one representative and one alternate chosen by the Harborview Residents Committee (for grievances involving tenants of family housing) and one representative and one alternate chosen jointly by the five resident councils representing the residents of the Authority's elderly-handicapped developments in the manner set forth below* (for grievances involving tenants of elderly/disabled housing); and (3) one person and one alternate (impartial members), not an Authority tenant or employee, chosen jointly by agreement of the other two hearing panel members. A list of the current members of the Hearing Panel will be maintained by the Authority.

*The resident councils of O'Brien Towers, Pagnano Towers and Drohan Apartments shall together have one vote in selecting a representative and alternate and the resident councils of Tobin Towers and Sawyer Towers shall together have one vote. If the resident councils are unable to agree on a representative or an alternate or both, each resident council shall submit its individual recommendation to the Authority and the Authority shall select a tenant representative and alternate from the recommendations.

- (2) Term: All members of the Hearing Panel shall serve for a term of three years, and they may be chosen to serve successive terms.
- (3) Disqualification: Any person who is related to either the complainant or the person about whom a complaint has been filed or who participated in the decision that the tenant complains of shall be disqualified from sitting on the Hearing Panel upon challenge by the tenant, the Quincy Housing Authority, or upon the Hearing Panel's own motion. In addition, any panel member may be challenged by the Authority or the complainant or the person about whom a complaint has been filed on the grounds that the panel member is a neighbor or friend of the complainant or person about whom a complaint has been filed and may not be able to render a decision fairly. In such case, the Hearing Panel shall decide whether the particular member shall be disqualified. In case a member of the Panel is disqualified, the alternate shall serve.
- (4) Presiding Officer: The members of the Hearing Panel shall choose from among themselves a Presiding Officer, who shall schedule hearings, chair meetings of the Panel, ensure that both the tenant and the Quincy Housing Authority have a full opportunity to present all facts relevant to the complaint, and ensure that these procedures are followed in the handling of all complaints.

- (5) Vacancies: Vacancies shall be filled by the same procedure used for designating original members. If a vacancy occurs in the middle of a member's term, the newly designated member shall serve for the remainder of the unexpired term.
- (6) Meeting times: The Hearing Panel shall meet at a time, including evenings when necessary, to satisfy the schedule outlined in this grievance procedure, and at a time and place reasonably convenient to the complainant, witnesses, the Quincy Housing Authority, and the Hearing Panel. Unless otherwise mutually agreed, hearings will be held at the Authority's Administrative office at 80 Clay Street, Quincy.
- (d) ***Failure to request a hearing.*** If the complainant does not request a hearing in accordance with this Part V, then the Quincy Housing Authority's disposition of the grievance shall become final: *Provided*, that failure to request a hearing shall not constitute a waiver by the complainant or his right thereafter to contest the Quincy Housing Authority's action in disposing of the complaint in an appropriate judicial proceeding.
- (e) ***Escrow deposit.*** Before a hearing is scheduled in any grievance involving the amount of rent the Quincy Housing Authority claims is due, the complainant shall pay an escrow deposit to the Quincy Housing Authority. The escrow amount shall be equal to the amount of the rent the QHA states is due and payable as of the first of the month preceding the month in which the family's act or failure to act took place. After the first deposit, the family must deposit the same amount monthly until the family's complaint is resolved by decision of the hearing panel. This requirement must be waived by the Quincy Housing Authority where required by *24 CFR Section 5.630 (financial hardship exemption of the minimum rent requirements) or Section 5.615 (effect of welfare benefits reduction in calculation of family income)*. Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure: *Provided*, that failure to make payment shall not constitute a waiver of any right the complainant may have to contest the Quincy Housing Authority disposition of his grievance in any appropriate judicial proceeding.
- (f) ***Scheduling of hearing.*** Upon complainant's compliance with the requirements of this Part V, a hearing will be scheduled by the hearing panel promptly for a time and place reasonably convenient to both the complainant and the Quincy Housing Authority. A written notification specifying the time, place and procedures governing the hearing shall be delivered to the complainant and the appropriate Quincy Housing Authority official.

VI. Procedures governing the hearing.

- (a) The hearing shall be held before the hearing panel.
- (b) The complainant shall be afforded a fair hearing, which shall include:
- (1) The opportunity to examine, at the tenant's request, before the grievance hearing any Quincy Housing Authority documents, including records and regulations, that

are directly relevant to the hearing. The tenant shall be allowed to copy any such document at the tenant's expense. If the Quincy Housing Authority does not make a document available for examination after requested by the complainant, the Quincy Housing Authority may not rely on such document at the grievance hearing.

- (2) 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.
 - (3) The right to a private hearing unless the complainant requests a public hearing;
 - (4) The right to call witnesses, including those witnesses upon whose testimony or information the Authority relies, to present testimony, evidence and arguments in support of the tenant's complaint, to controvert evidence relied on by the Quincy Housing Authority or project management, and to confront and cross-examine all witnesses upon whose testimony or information the Quincy Housing Authority or project management relies; and
 - (5) A decision based solely and exclusively upon the facts presented at the hearing.
- (c) The hearing panel may render a decision without proceeding with the hearing if the hearing panel determines that the issue has been previously decided in another proceeding.
 - (d) If the complainant or the Quincy Housing Authority fails to appear at a scheduled hearing, the hearing panel may make a determination to postpone the hearing for a time not to exceed five business days or may make a determination that the party has waived his right to a hearing. Both the complainant and the Quincy Housing Authority shall be notified of the determination by the hearing officer or hearing panel: *Provided*, That a determination that the complainant has waived his right to a hearing shall not constitute a waiver of any right the complainant may have to contest the Quincy Housing Authority disposition of the grievance in an appropriate judicial proceeding.
 - (e) At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the Quincy Housing Authority must sustain the burden of justifying the Quincy Housing Authority action or failure to act against which the complaint is directed.
 - (f) The hearing shall be conducted informally by the hearing panel and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The hearing panel shall require the Quincy Housing Authority, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing panel to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

- (g) The complainant or the Quincy 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.
- (h) ***Accommodation of persons with disabilities.***
 - (1) The Quincy Housing Authority will provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable Accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants.
 - (2) If the tenant is visually impaired, any notice to the tenant which is required under this procedure must be in an accessible format. The tenant agrees to notify the Authority of a visual impairment.

VII. Decision of the hearing panel.

- (a) The hearing panel shall prepare a written decision, together with the reasons therefor, within a reasonable time after the hearing. A copy of the decision shall be sent to the complainant and the Quincy Housing Authority. The Quincy Housing Authority shall retain a copy of such decision in the tenant's folder and a copy, with all names and identifying references deleted, shall also be maintained on file by the Quincy Housing Authority and made available for inspection by a prospective complainant, his representative, or the hearing panel.
- (b) The decision of the hearing panel shall be binding on the Quincy Housing Authority which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the Quincy Housing Authority Board of Commissioners determines within a reasonable time, and promptly notifies the complainant of its determination, that
 - (1) The grievance does not concern Quincy Housing Authority action or failure to act in accordance with or involving the complainant's lease or regulations which adversely affect the complainant's rights, duties, welfare or status; or
 - (2) The decision of the hearing panel is contrary to applicable federal, State or local law, HUD regulations or requirements of the annual contributions contract between HUD and the Quincy Housing Authority.
- (c) A decision of the hearing panel, or Board of Commissioners in favor of the Quincy Housing Authority or which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of, nor affect in any manner whatever, any rights the complainant may have to a trial *de novo* or judicial review of any judicial proceedings, which may thereafter be brought in the matter.

Adopted by the Quincy Housing Authority Board of Commissioners on _____.