

**QUINCY HOUSING AUTHORITY  
ADMINISTRATIVE GRIEVANCE PROCEDURE FOR  
TENANTS RESIDING IN STATE-AIDED HOUSING**

**Part A**

**I. Applicability**

A. The purpose of the grievance procedure is to provide a prompt and reliable determination of grievances as hereinafter defined. This procedure is available to state-aided public housing tenants, participants in the Massachusetts Rental Voucher Program (MRVP) and the Alternative Housing Voucher Program (AHVP), and to individuals who file appeals pursuant to 760 CMR 8.00 (Privacy and Confidentiality).

B. This grievance procedure shall not apply to grievances concerning a termination of a tenancy based upon any of the following:

(1) nonpayment of rent;

(2) in the event the QHA has reason to believe that tenant or household member:

- a. has unlawfully caused serious physical harm to another tenant or employee of the QHA or any other person lawfully on the QHA's property;
- b. has threatened to cause serious physical harm to any member of a tenant household or an QHA employee or any person lawfully on the QHA's property;
- c. has destroyed, vandalized or stolen property of any member of a tenant household or of the QHA or of any person lawfully on the QHA's property, if such conduct involved a serious threat to the health or safety of any such person;
- d. has possessed, carried or illegally kept a weapon on or adjacent to the QHA's property in violation of MGL c.269 § 10;
- e. has possessed or used an explosive or incendiary device on or adjacent to QHA's property or has otherwise violated MGL c.266 §§ 101, 102, 102A or 102B;
- f. has unlawfully possessed, sold or possessed with intent to distribute a class A, B or C controlled substance, as defined in MGL c.94C §31, on or adjacent to the QHA's property;
- g. has engaged in other criminal conduct which has seriously threatened or endangered the health or safety of any member of a tenant household, a QHA employee, or any person lawfully on the QHA's property: or
- h. has engaged in behavior which would be cause for voiding the lease pursuant to the provisions of MGL, c139, §19;
- i. any other reason set forth in MGL c. 121B, section 32; or

(3) in the event the QHA has reason to believe that a guest of a tenant or a guest of a household member has engaged in any of the behavior listed in subparagraph (2) above and that the tenant knew or should have known that there was a reasonable possibility that the guest would engage in misconduct.

## II. Definitions

A. **Grievance.** A grievance is defined as: (1) an allegation by a tenant that the QHA or a QHA employee has acted or failed to act in accordance with the tenant's lease or any statute, regulation, or rule regarding the conditions of tenancy and the alleged action or failure to act has adversely affected the status, rights, duties or welfare of the grievant and/or a household member; (2) an allegation by an MRVP or AHVP program participant that the QHA or a QHA employee has acted or failed to act in accordance with any statute, regulation, or rule regarding the program and that the alleged action or failure to act has adversely affected the status, rights, duties, or welfare of the grievant or a household member; or (3) an appeal by a data subject pursuant to 760 CMR 8.00. The meaning of a statute, regulation or rule shall not be the subject of a grievance. A dispute between a tenant and another tenant or household member, in which the QHA is not involved, shall not be the subject of a grievance. A grievance shall not be filed by a tenant on behalf of another tenant or any household member of a tenant.

B. **Grievant:** any tenant or program participant who files a grievance. A grievant shall also include a data subject filing an appeal pursuant to 760 CMR 8.00.

C. **Tenant:** the adult person (or persons) who resides in the public housing unit and who executed the lease with the Quincy Housing Authority as tenant or 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.

## III. Initiation of a Grievance

A. A grievance regarding whether good cause exists for terminating a lease shall be initiated by a tenant, in writing, and shall be mailed (postmarked) or delivered to the Quincy Housing Authority (QHA) at its main office within seven (7) days after a notice of lease termination has been given to the tenant by the QHA. (See Part A I(B) above for lease terminations where a tenant has no right to the grievance procedure.)

B. A grievance regarding whether cause exists for terminating participation in the MRVP or AHVP programs shall be initiated by a program participant, in writing, and shall be mailed (postmarked) or delivered to the QHA at its main office within seven (7) days after a notice of program termination has been given to the tenant by the QHA.

C. A grievance regarding some other matter shall be initiated by a grievant in writing and shall be mailed (postmarked) or delivered to the QHA at its main office no more than fourteen (14) days after the date on which the grievant first became aware or should have become aware of the subject matter of the grievance, provided the QHA shall have discretion to permit a grievance to be initiated late.

D. In the event that a tenant files a grievance as to the amount of a re-determined rent within fourteen (14) days of the QHA's notice of the re-determined rent, the tenant shall continue to pay the rent then in effect (unless the re-determined rent is lower) until final disposition of the grievance. Upon final disposition of the grievance, the tenant shall pay any additional amounts

determined to have been due but not paid since the effective date set out in the notice of predetermined rent or the QHA shall credit the tenant with any amounts paid but determined not to have been due.

E. The QHA shall permit additional time for initiation of a grievance if the QHA shall find that there was a good reason for late initiation of the grievance and that the late initiation would not cause prejudice to the QHA. The QHA shall have available forms on which a grievance may be initiated.

#### **IV. Informal Settlement of Grievance**

Promptly after the initiation of a grievance, unless otherwise provided, the QHA 's Executive Director or his or her designee shall give the grievant the opportunity to discuss the grievance informally in an attempt to settle the grievance without the necessity of a grievance hearing. The QHA shall give reasonable advance notice to the grievant and his or her representative (if any) of a time and place for an informal settlement conference, unless such a conference shall have taken place when the grievance was delivered to the QHA. At the informal settlement conference, the QHA and the grievant may be represented by a lawyer or by a non-lawyer. If the grievance is resolved at the informal settlement conference, the QHA and grievant shall acknowledge the terms of the resolution in writing. If the grievance is resolved at the informal settlement conference no grievance hearing shall be held. If a grievance is not resolved at the informal conference, a grievance hearing shall be held. Failure to attend an informal settlement conference shall not affect a grievant's right to a grievance hearing.

#### **V. Hearing on a Grievance**

##### **A. Hearing Panel**

The QHA's hearing panel shall conduct hearings on grievances filed by a public housing tenant, a program participant, or a data subject concerning a grievable matter.

##### **B. Hearing Date and Notice of Hearing**

1. The QHA shall schedule a grievance hearing (on lease terminations subject to this grievance procedure) regarding whether good cause exists for terminating a lease within thirty days (30) from receipt of the request for a hearing and at least fifteen (15) days prior to the date of termination. The QHA shall give grievant reasonable written notice of the date, time and place of the hearing. At the grievance hearing any additional reason(s) for termination of the lease, which arose subsequent to the date of the notice of termination, shall be considered so long as the QHA has given written notice to the grievant as to the additional reason(s) not less than three (3) days before the hearing, or, if the additional reason(s) for termination shall have arisen within such three (3) day period, a subsequent session of the hearing may be scheduled on not less than three (3) days notice to consider such reason(s). In lease terminations if grievant is entitled to request a grievance hearing and has made a timely request, the QHA shall not file a summary process summons and complaint seeking an eviction pending the hearing and a decision or other resolution in the QHA' s favor .

2. A hearing of a grievance regarding an issue other than lease termination shall be scheduled as soon as reasonably convenient following receipt of the grievance. The QHA shall give reasonable advance written notice of the time and place of the hearing to the grievant and to his or her representative, if any is known.

3. The QHA or the Presiding Member may reschedule a hearing by agreement of the QHA and the grievant; or upon a showing by the grievant or by the QHA that rescheduling is reasonably necessary.

#### C. Pre-Hearing Examination of Relevant Documents

Prior to a grievance hearing the QHA shall give the grievant or his or her representative a reasonable opportunity to examine QHA documents which are directly relevant to the grievance. Following a timely request, the QHA shall provide copies of such documents to grievant and for good cause (including financial hardship), may waive the charge for the copies.

#### D. Persons Entitled to be Present

The grievance hearing shall be private unless the grievant requests that it be open to the public. If the grievant requests an open hearing, the hearing shall be open to the public unless the Presiding Member of the grievance panel otherwise orders. One reason for not allowing a public hearing may be because the privacy of other tenants or persons could be adversely affected by a public hearing. The QHA and the grievant shall be entitled to specify a reasonable number of persons who may be present at a private hearing. A challenge to the presence of any such person shall be decided by the Presiding Member. At the grievance hearing, the QHA and the grievant may be represented by a lawyer or by a non-lawyer. Each person present at the hearing shall conduct himself or herself in an orderly manner or he or she may be excluded. If the grievant misbehaves at the hearing, the hearing panel by majority vote may take other appropriate measures to deal with the misbehavior including dismissing the grievance.

#### E. Procedure at Grievance Hearings

The hearing panel shall conduct the grievance hearing in a fair manner without undue delay. The Presiding Member shall initially take appropriate steps to define the issues. Thereafter, relevant information, including testimony of witnesses and written material, shall be received regarding such issues. Both the grievant and the QHA shall be entitled to question each other's witnesses. Procedure at the hearing shall be informal, and formal rules of evidence shall not apply. The hearing shall be tape recorded. The panel members may question witnesses and may take notice of matters of common knowledge and applicable laws, regulations and QHA rules and policies. The panel members may request the QHA or the grievant to produce additional information which is relevant to the issues or which is necessary for a decision to be made provided that the other party is provided an opportunity to respond to such additional information. The tapes of the hearing shall be maintained by the QHA until any applicable appeals have been decided. During that time grievant and or his or her representative may listen to the tapes at the QHA ' s offices.

F. Written Decision by the Hearing Panel

Within a reasonable time after the hearing, the hearing panel shall provide the QHA with a written decision on the grievance, describing the factual situation and ordering whatever relief, if any, that shall be appropriate under the circumstances and under applicable laws, regulations, rules and/or policies. The decision shall be made by a vote of at least a majority of the panel members who heard the hearing. The decision shall be based on the information at the grievance hearing and such additional information as may have been provided to the hearing panel at its request. The QHA shall forthwith mail or otherwise deliver a copy of the decision to the grievant and his or her representative if any. A copy of the decision (with names and personal identifiers deleted) shall thereafter be maintained at the QHA and shall be open to public inspection.

G. Review by the QHA's Board

In cases where the decision of the hearing panel concerns whether good cause exists for terminating a lease, there shall be no review by the QHA's Board. In other cases, in the event that the grievant or the QHA believes that: (a) the decision of the hearing panel is not supported by the facts; (b) the decision does not correctly apply the terms of the lease or applicable laws, regulations, rules and/or policies; or (c) the-subject matter is not grievable, within fourteen (14) days of mailing or other delivery of the decision, the grievant or the QHA may request review of the decision by the QHA's Board. The Board shall promptly decide whether to uphold, set aside or modify the decision after permitting the QHA and grievant to make oral presentations and/or submit documentation. The Board may also permit the hearing panel to make a presentation. The Board's review shall be at an open meeting unless an executive session is warranted pursuant to the Open Meeting law. The decision of the Board shall be in writing and shall explain its reasoning. If a written decision is not rendered within forty-five (45) days from the date a review is requested, the decision of the Board, when rendered, shall specify a reason showing that there has been no undue delay.

H. Review by the Department of Housing and Community Development

In the event that the QHA's Board shall make a material change in a decision of the grievance panel, upon written request of the grievant, made to DHCD within fourteen (14) days of mailing or other delivery of the Board's decision, DHCD shall review the decision of the Board and shall render a written decision upholding, setting aside or modifying the decision of the Board. DHCD shall mail copies of its decision to the QHA and the grievant or to their attorneys.

I. Effect of a Decision on a Grievant

The final decision on a grievance (after any properly requested administrative reviews have been decided) shall be binding between the QHA and the grievant with respect to the particular circumstances involved in the grievance, provided that if a court has jurisdiction to determine a matter which has been subject to decision on a grievance, the court's determination on the matter shall supersede the decision on the grievance. In the event the hearing panel's decision on a grievance determines that good cause exists for terminating a lease, the QHA may, upon receipt of the decision, file a summary process summons and complaint, and there shall be no review by the Board or DHCD. The fact that a person may have failed to grieve a matter shall not

affect any such jurisdiction by a court. As between the QHA and any person who was not a grievant, the decision on a grievance shall have no binding effect.

**Part B Three Member 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 MRVP and AHVP program participants and appeals by data subjects) 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 seven years.

(3) 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.

(4) 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.

(5) 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 place convenient to the tenant, 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.

(6) Impartiality of Members: No member of a hearing panel, which is to determine a particular matter, shall have or shall appear to have any direct personal or financial interest in the outcome. No member of a hearing panel, which is to determine a particular matter, shall be related by blood or marriage to any party or to any person

who is the source of evidence as to facts that are disputed by the parties. No member may determine matters which directly concern his or her own housing or the housing of a family member or his or her own status or the status of a family member in that housing.

Each member of the hearing panel shall determine any matter at issue impartially and objectively. Any panel member, who shall be or shall appear to be unable to determine any particular matter impartially or objectively on the basis of the evidence and applicable law, shall remove himself or herself as a member of the panel hearing the particular matter, or, if he or she fails to do so, shall be removed from the panel by the Presiding Member upon written objection by the QHA or the person who requested the hearing. Any member of a hearing panel who shall willfully obstruct prompt and reliable determination of any matter before the panel shall be removed from the panel for that hearing by the Presiding Member upon such an objection.

(7) Removal of a Member: A member including an alternate member may be permanently removed as a member at any time for inefficiency neglect of duty, willful and material delay of proceedings, bias, or partiality. The QHA may remove the member which the QHA appointed and the LTOs may remove the member which the LTOs appointed. The QHA and the LTOs may jointly remove the member (or alternate) appointed by agreement. If the QHA and LTOs fail to agree on removal of a member chosen by agreement, DHCD may remove that member for cause upon written request by either the QHA or an LTO. The written request to DHCD shall contain a detailed specification of charges. DHCD's decision whether to remove a member shall be in writing mailed to the member, the QHA and the affected LTOs. Prior to removing a member for cause, DHCD shall give the member, the QHA and all affected LTOs the opportunity to be heard.

(8) Quorum: Reasonable efforts shall be made to have a three member panel hear and decide each grievance. If a panel member without adequate notice to the QHA fails to appear on a scheduled hearing date, or, if a panel member and his or her alternate are both not available at any time reasonably convenient for the other panel members, two members shall constitute a quorum and may render a decision. If a panel member removes himself or herself or is removed after a grievance hearing has been held on a grievance, the remaining two members may render a decision on the grievance.

Approved by:  
QHA Board of Commissioners

BY: \_\_\_\_\_  
Commissioner Cedrone, Chairman

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
Senior Resident's Council

BY: \_\_\_\_\_  
HRCI, Inc.