

# **HOUSING AUTHORITY OF THE COUNTY OF KING GRIEVANCE PROCEDURE**

## **1. PURPOSE**

The purpose of this document is to set forth the requirements, standards and procedures for handling and review of Tenant Grievances presented to the Housing Authority of the County of King, Washington ("Housing Authority"), to assure the Housing Authority Tenant a reasonable review and, if requested, a hearing on Tenant complaints regarding the Housing Authority's action or failure to act in such a way that affects that Tenant's rights under the lease with the Housing Authority or Housing Authority application of its regulations or policies which the Tenant believes to adversely affect the individual Tenant's rights, duties, welfare or status. The Grievance Procedure set forth herein has been adopted by the Board of Commissioners of the Housing Authority and is incorporated by reference in all dwelling leases between the Housing Authority and its Tenants.

Copies of the Grievance Procedure shall be furnished to each Tenant and to all resident organizations. The Housing Authority shall provide at least thirty (30) days notice to Tenants and Resident Organizations setting forth any changes to the Housing Authority's Grievance Procedure and providing opportunity to submit written comments. Comments submitted shall be considered by the Housing Authority before adoption of any Grievance Procedure Changes.

## **2. DEFINITIONS.**

For the purpose of handling and reviewing all individual Tenant complaints, the following definitions are applicable:

- A. "Grievance" shall mean any complaint or dispute which an individual Tenant (residing in a Housing Authority owned dwelling unit assisted under the U.S. Housing Act of 1937) may have with respect to a Housing Authority action or failure to act which affects that Tenant's lease or with respect to Housing Authority regulations which a Tenant believes adversely affect that tenant's rights, duties, welfare or status. Examples include, but are not limited to, a proposed lease termination, transfer of the Tenant to another unit, or imposition of charges for maintenance and repair or for excess consumption of utilities.
- B. "Complainant" shall mean any Tenant presenting a complaint or dispute to the Housing Authority, or at one of the Area Offices, to be handled or reviewed in accordance with the procedures set forth below.
- C. "Hearing Officer" shall mean a person appointed in accordance with Section 6 hereunder to hear a Grievance and render a decision.
- D. "Resident Organization" includes a resident management corporation and/or a resident council.
- E. "Tenant" shall mean the adult person(s) (other than live-in attendants):
  - 1) Who resides in the unit, and who executed the lease with the Housing Authority, or, if no such person now resides in the unit,
  - 2) Who resides in the unit, and who is the remaining head of household of the tenant family residing in the dwelling unit.

## **3. APPLICABILITY.**

This procedure shall be applicable to all individual Tenant Grievances as defined in Section 2, except as stated below:

- A. The Grievance Procedure shall not be applicable to disputes between Tenants or to class grievances against the Housing Authority.
- B. The Grievance Procedure is not to be used as a forum for initiating, negotiating, or reviewing policies established by the Housing Authority Board of Commissioners.

## **4. INFORMAL SETTLEMENT OF GRIEVANCE.**

Any Grievance shall first be presented, either orally or in writing, to the appropriate Area Office of the Housing Authority so that the Grievance may be discussed informally by the Complainant and the Manager of the Area Office involved and settled, if possible, without a hearing. All Grievances shall be presented to the appropriate office within ten (10) business days of the date of the receipt of the notice of the Housing Authority's proposed adverse action (or of the date of the Housing Authority's alleged failure to act), except in the case of a 14-day notice for termination of a tenancy for nonpayment of rent or a 3-day notice for 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, or a 3 day notice for any drug-related criminal activity in which event the Grievance must be presented within three (3) business days of the receipt of the notice to forestall service of a Summons and Complaint. Failure to request the informal review with the Manager within the above time limits will result in the Complainant forfeiting any further rights to have their grievance heard within the Housing Authority's internal grievance procedure; provided, however, that if the Complainant establishes to the satisfaction of the Hearing Officer that the failure to comply with this requirement was for good cause the hearing Officer may elect to proceed with a formal grievance hearing.

The Complainant and the Manager shall attempt to resolve the complaint or dispute at this informal discussion. The Complainant and the Manager may each have a maximum of three (3) other persons in attendance at the informal discussion. After the meeting, the Manager shall write a detailed account of the meeting, shall send the original account to the Tenant with a copy to the Tenant's representative, if requested, and place a copy in the Tenant's file stating: (1) the date of the meeting; (2) the pertinent facts discussed; (3) the names of the participants; (4) the proposed disposition of the complaint; and (5) the procedures by which a hearing may be obtained, including the date by which a written request for a hearing must be received, if the Complainant is not satisfied with the Housing Authority proposed disposition. This account of the proceedings, along with a copy of the Grievance Procedure shall be sent to the Complainant within three (3) business days after the meeting. The procedures for obtaining the formal grievance hearing are set forth in Section 5 below.

## **5. PROCEDURE TO OBTAIN A HEARING.**

A. **Request for a Hearing.** The Complainant must submit a written request for a hearing to the Area Office within five (5) business days after the receipt of the Manager's account of proceedings prepared pursuant to Section 4 above. Receipt is defined as the earlier date of actual delivery to a member or tenant household, or eight (8) days from the date of proper mailing (properly addressed, postage prepaid) of the Manager's account of the proceedings. The written request shall specify: (1) the Grievance; (2) the reasons for the Grievance; and (3) the action or relief sought.

The Tenant's request for a grievance hearing will be dated immediately upon receipt at the appropriate Area Office and filed with a copy of the account of the informal discussion and a copy of the letter to the Tenant in the Tenant's file. After the hearing is completed, a copy of these documents, along with the written decision of the Hearing Officer, will be placed in a separate grievance hearing file marked with the date of hearing. All names and identifying references shall be deleted from said file.

B. **Failure to Request a Hearing.** If the Complainant does not request a hearing in the manner provided in Subsection 5.A. above, the Housing Authority's disposition of the Grievance under Section 4 shall become final; provided, however, that the failure to request a hearing shall not constitute a waiver by the Complainant of the right thereafter to contest the Housing Authority's action in disposing of the complaint in an appropriate judicial proceeding.

C. **Amounts Owning.** No grievance hearing may be scheduled on any grievance involving rent which the Housing Authority claims is past due until the Complainant pays to the Housing Authority an amount equal to the undisputed part of the rent that is the subject of the dispute. If a grievance does not involve rent, payment of the rent must be made in the normal manner without regard to the pending grievance hearing. In all cases, the undisputed portion of the rent must remain current until the decision of the Hearing Officer is announced and the Tenant shall be obligated to continue paying rent until the rented premises are vacated as set forth in the Tenant's lease with the Housing Authority.

D. **Scheduling of Hearings.** When Tenant has satisfied the requirements of Subsections A and C of this Section, a hearing shall be scheduled by the Hearing Officer no sooner than seven (7) calendar days but no later than fifteen (15) business days after receipt by the Area Office of the request for hearing specified in Section 5 above, the time and place of the hearing to be convenient both to the Complainant and to the Housing Authority. Extension of this time limit shall be agreed to in writing by both parties. The Tenant and the Housing Authority shall be given written notice of the time, the place and the procedures governing the hearing, such notices to be delivered to both the Housing Authority and to the Tenant personally, or sent by first-class mail, postage prepaid, properly addressed to the Housing Authority Area Office and to the Tenant at the premises.

## **6. SELECTION OF HEARING OFFICER**

- A. For grievances involving a charge under \$100, the Hearing Officer will be an impartial employee of the Housing Authority who was not involved in the original decision.
- B. For all other grievances, The Hearing Officer shall be an impartial person who shall not be an officer, employee, agent or tenant of the Housing Authority. In these cases, the following applies:
  - 1) The Hearing Officer shall be selected from a list of qualified individuals established by the Housing Authority in response to a request for services bid proposal. Said list will have previously been presented to residents and resident organizations for their review and comment. Individuals selected for this list of rotating Hearing Officers will have successful prior experience as a hearing officer, an arbitrator approved by the American Arbitration Association or Federal Mediation and Conciliation Service, a judge or chair of quasi-judicial hearings as well as proven experience in effectively communicating findings and conclusions both orally and in writing.
  - 2) The Housing Authority reserves the right to pay the Hearing Officer a stipend for his/her services and to provide training on such areas as the grievance procedure, dwelling lease requirements, and other related policies.

**7. ACCOMMODATION OF PERSON WITH DISABILITIES.**

- A. At any time during the Grievance process, a Complainant may request reasonable accommodation of a handicap/disability of a household member, including reasonable accommodation so that the Complainant can meet lease requirements or other requirements of tenancy.
- B. The Housing Authority shall provide reasonable accommodations for persons with disabilities to participate in the Grievance process. Reasonable accommodation may include: qualified sign language interpretation, readers, accessible locations.
- C. If the Complainant is visually impaired, any notice to the Complainant which is required as part of the Grievance procedure shall be in an accessible format.

**8. PROCEDURES GOVERNING THE HEARING.**

- A. The Complainant shall be afforded a fair hearing providing the basic safeguards of due process which shall include:
  - 1) The opportunity to examine before and during the hearing and, at the expense of the Complainant, to copy all documents, records and regulations of the Housing Authority directly relevant to the grievance hearing. Any document not identified and made available to the Complainant upon reasonable request may not be used by the Housing Authority at the hearing;
  - 2) The right to be represented by counsel or any other person designated by Complainant as Complainant's representative, and to have such person make statements on the Complainant's behalf;
  - 3) The right to a private hearing unless the Complainant requests a public hearing;
  - 4) The right to present evidence and argue in support of the complaint, to contest evidence or information relied on by the Housing Authority and to confront or cross examine all witnesses upon whose testimony or information the Housing Authority relies; and
  - 5) A written decision based solely and exclusively upon the facts presented at the hearing and that includes a statement of the reasons for the determination.
- B. The Hearing Officer may render a decision without proceeding with the hearing if the Hearing Officer determines that the issue raised by the Grievance has been the subject of a decision in a previous proceeding which provided the Complainant procedural safeguards at least equal to those required herein.
- C. If either the Complainant or the Housing Authority fails to appear at a scheduled hearing, the Hearing Officer may continue the hearing for a period not to exceed five (5) business days for documented good cause or may determine that the non-appearing party has waived the right to a hearing. Both the Complainant and the Housing Authority shall be notified of the decision of the Hearing Officer; provided, however, that a determination that the Complainant has waived the right to a hearing shall not constitute a waiver of any right the Complainant may have to contest the Housing Authority's disposition of the Grievance in an appropriate judicial proceeding.
- D. At the hearing, the Housing Authority shall present its reason for taking or failing to take the action that is in dispute followed by the Tenant's explanation for why he or she thinks that the Housing Authority action or failure to act was incorrect.
- E. All hearings shall be conducted informally by the Hearing Officer, and both oral and documentary evidence pertinent to the facts and issues raised by the Grievance may be received without regard to whether such

evidence would be admissible under the rules of evidence applicable to judicial proceedings. Irrelevant and unduly repetitive evidence shall be excluded. Challenges to the admissibility of evidence shall be determined solely by the Hearing Officer in its reasonable discretion. The Hearing Officer shall require the Complainant, the Housing Authority, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Officer may result in exclusion from the proceedings, in a decision adverse to the interests of the disorderly party or in such other relief as the Hearing Officer shall reasonably determine.

The Complainant or Housing Authority may arrange in advance and at the expense of the party making the arrangement, for the reporting or recording of all or any part of the proceedings at a hearing. If proceedings at a hearing are reported or recorded, the record so made shall be made reasonably available to either party with the expense of reviewing or copying the record of a hearing to be paid by the party requesting the review or copy.

#### **9. DECISION OF THE HEARING OFFICER.**

- A. The Hearing Officer shall prepare a written decision, stating the findings of fact and conclusions upon which the result is based, within a reasonable time after the hearing, but not exceeding ten (10) business days. A copy of the decision shall be sent to the Complainant and to the Housing Authority in the same manner as in Section 5. The Housing Authority shall retain a copy of the decision in the Tenant's folder. A copy of such decision with all names and identifying references deleted, may also be kept in a file maintained by the Housing Authority and made available for inspection by prospective Complainants, their representatives, or by subsequently appointed Hearing Officers.
- B. The decision of the Hearing Officer shall be binding on the Housing Authority which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the Housing Authority's Board of Commissioners determines within a reasonable time, not to exceed thirty (30) days, and promptly notifies the Complainant in writing of its determination, that:
  - 1) The Grievance does not concern the Housing Authority's action or failure to act in accordance with or involving the Complainant's lease or Housing Authority regulations, in a way which adversely affected the Complainant's rights, duties, welfare or status;
  - 2) The decision of the Hearing Officer is contrary to Federal, state, or local laws, to the United States Housing Act of 1937, as amended, to Department of Housing and Urban Development regulation and requirements, to the Housing Authority's regulations and policies, or to the Annual Contributions Contract in effect on the date of the hearing.
- C. A decision by a Hearing Officer in favor of the Housing Authority, or which denies the relief requested by the Complainant in whole or in part, or a determination by the Housing Authority Board of Commissioners under Subsection 9.B., paragraphs 1., and 2. 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 in any judicial proceedings, which may thereafter be brought in the matter.

#### **10. PROPOSED ADVERSE ACTIONS/EVICTION ACTIONS.**

- A. In the case of proposed adverse actions other than a proposed lease termination, the Housing Authority shall not take the proposed action until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed.
- B. If the Grievance involves a Housing Authority notice of termination of tenancy (including any concurrently served notice to vacate required under state or local law), the tenancy shall not terminate until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed.
- C. After completion of the grievance procedure, an unlawful detainer action will commence if the Tenant does not voluntarily vacate in accordance with the decision of the Hearing Officer.