

GRIEVANCE PROCEDURE

I. PURPOSE

This document sets forth the requirements, standards, and procedures for the handling and review of Tenant Grievances presented to the Housing Authority of the County of King, Washington (“Housing Authority” or “KCHA”). The Grievance Procedure is established to ensure a Tenant has the opportunity for reasonable review, and if requested, a hearing with respect to an individual Tenant dispute regarding a KCHA action (or failure to act) involving the Tenant’s lease or regulations which adversely affect the individual Tenant’s rights, duties, welfare or status. The Grievance Procedure 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 provided to each Tenant and all resident organizations. In addition, KCHA shall provide at least 30 days’ notice to Tenants and Resident Organizations of any changes to the Housing Authority’s Grievance Procedure and provide opportunity to submit written comments regarding the proposed changes. Comments submitted shall be considered by the Housing Authority before adoption of any Grievance Procedure change.

II. DEFINITIONS

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

- A. “Area Office” means the management office for the property in which the Complainant resides.
- B. “Complainant” means 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. The Complainant may also be referred to as “Tenant”.
- C. “Grievance” means 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 their 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, repair, or excess consumption of utilities.
- D. “Hearing Officer” means an impartial person (or persons) selected by the Housing Authority appointed in accordance with Section V below to hear a Grievance and render a decision.
- E. “Regional Manager” means a representative of the Housing Authority assigned to oversee the operations and management of one of KCHA’s property management regions.
- F. “Resident Organization” includes a resident management corporation, Resident Advisory Committee, and/or KCHA-recognized resident council.
- G. “Tenant” means an adult person (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.

III. APPLICABILITY

This procedure applies to all Grievances, except as stated below:

- A. The Grievance Procedure does not apply 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.

The Grievance Procedure will not affect any rights the Complainant may have to a trial de novo or judicial review in any judicial proceedings.

IV. STEPS OF THE GRIEVANCE PROCEDURE

A. STEP 1: Present the Grievance

All Grievances must be personally presented, either orally or in writing, to the Area office within 10 business days of the date of the receipt of the notice of the Housing Authority's proposed adverse action (or the date of the Housing Authority's alleged failure to act), with the exception of the Housing Authority's proposed actions that relate to termination of a tenancy. In the cases where the Housing Authority's proposed actions relate to the termination of a tenancy, the Tenant's Grievance must be presented, either orally or in writing, to the appropriate Area Office within the time set forth in the termination of tenancy notice the Housing Authority served on Tenant.

Failure to present a Grievance within the above time limits will result in the Complainant forfeiting any further rights to have their grievance heard; if, however, the Complainant establishes to the Regional Manager's satisfaction that the failure to comply with this requirement was for good cause, the Regional Manager may choose to proceed with an informal meeting as set forth in Step 2, below. "Good cause" is defined as an unavoidable conflict that prevented the Complainant from presenting their grievance within the time limit provided. KCHA may request documentation of the good cause.

B. STEP 2: Informal Settlement of the Grievance:

The Regional Manager will meet with The Complainant so that the Grievance may be discussed informally and settled without a hearing. During the informal meeting, The Complainant and the Regional Manager may each have a maximum of three other people in attendance at the meeting. After the meeting, the Regional Manager will write a detailed summary of the meeting which includes: (1) the date of the meeting; (2) the pertinent facts discussed; (3) the names of the participants; (4) the proposed disposition of the Grievance and reasons therefor; and (5) an attached copy of the Grievance Procedure that specifies the procedures by which a hearing may be obtained if the Complainant is not satisfied with the Regional Manager's proposed disposition.

This summary shall be sent to the Tenant within five business days after the meeting. A copy will also be retained in the Tenant file.

C. **STEP 3: Grievance Hearing**

Once the Complainant receives the Regional Manager's summary of the meeting, if not satisfied with the proposed disposition the Complainant may request a hearing.

1. **Request for a Hearing.** The Complainant must submit a written request for a hearing to the Area Office within five business days of the receipt of the Regional Manager's summary of the informal meeting prepared pursuant to Subsection B above. Receipt is defined as the date of actual delivery to a member of the tenant household, or, when the documents are sent by mail, five days from the date of proper mailing. The written request must 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 placed in the Tenant's file (together with the summary of the informal meeting).

2. **Failure to Request a Hearing.** If the Complainant does not request a hearing in the manner described above, the Housing Authority's disposition of the Grievance under Section IV.B above, will become final. However, failure to request a hearing does not constitute a waiver by the Complainant of the right to contest the disposition of the Grievance in an appropriate judicial proceeding.
3. **Scheduling of Grievance Hearings.** The Hearing Officer will schedule the Grievance Hearing within a reasonable time, but no later than 15 business days, following the Tenant's properly submitted request as detailed in Section IV.C(1) above. Extension of this time limit must be agreed to in writing by both parties. The place of the hearing will be reasonably convenient both to the Complainant and to the Housing Authority. The Tenant and the Housing Authority shall be given written notice of the time, place, and procedures governing the hearing.

V. **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 will be an impartial person who is not an officer, employee, agent, or tenant of the Housing Authority. In these cases, the following applies:
 1. The Hearing Officer will be selected from a list of qualified individuals established by the Housing Authority in response to an advertised request for services. The Housing Authority's list of Hearing Officers will be presented to the Resident Advisory Board for their review and comment. Individuals selected for this list of Hearing Officers need not be legal professionals, but must be able to show sufficient experience and training in the areas of Housing Authority regulations and Landlord Tenant law 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 Hearing Officers a stipend for their services and to provide training on such areas as the grievance procedure, dwelling lease requirements, and other related policies.

VI. ACCOMMODATION OF PERSON WITH DISABILITIES

- A. At any time during the Grievance process, a Complainant may request reasonable accommodation of a handicap or 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 but is not limited to qualified sign language interpretation, readers, and accessible locations.
- C. If the Complainant is visually impaired, any notice to the Complainant that is required as part of the Grievance procedure will be in an accessible format.

VII. PROCEDURES GOVERNING THE GRIEVANCE HEARING

- A. The Complainant will be afforded a fair hearing providing the basic safeguards of due process which includes:
 - 1. The opportunity to examine before and during the hearing all documents, records, and regulations of the Housing Authority directly relevant to the grievance hearing. The Complainant shall be allowed to copy any such document at their own expense. Any document not made available for examination upon request by the Complainant 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 arguments in support of the Tenant's 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 decision based solely and exclusively upon the facts presented at the hearing.
- B. The Hearing Officer may render a decision without proceeding with the hearing if it is determined that the issue raised by the Grievance has been the subject of a decision in a previous proceeding that 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 of no more than five business days for documented good cause (as defined in Section IV.A above) 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. A determination that the Complainant has waived the right to a hearing does 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 Complainant will first explain why they think that the Housing Authority action was incorrect and why they are entitled to the relief sought. Afterwards, the Housing Authority shall

present its reason for taking or failing to take the action that is in dispute. Either party will have the opportunity to rebut the information presented during the hearing, including the right to confront and cross-examine witnesses.

- E. All hearings shall be conducted informally by the Hearing Officer. Oral and documentary evidence pertinent to the facts and issues raised by the Grievance may be received regardless of whether such evidence would be admissible in a judicial proceeding. Irrelevant and unduly repetitive evidence will be excluded. Challenges to the admissibility of evidence shall be determined solely by the Hearing Officer in their reasonable discretion. The Hearing Officer shall require everyone in attendance 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 reasonably determines.
- F. 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. A copy of such reporting or recording will be made available to either party upon request at their own expense.

The Housing Authority will comply with HUD's "Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" issued on January 22, 2007

VIII. 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 10 business days of the hearing. Copies of the decision will be sent to the Complainant and to the Housing Authority. The Housing Authority shall retain a copy of the decision in the Tenant's folder. A log of all hearing officer decisions will be maintained by the Housing Authority and made available upon request of the hearing officer, a prospective Complainant, or a prospective Complainant's representative(s).
- B. The decision of the Hearing Officer shall be binding on the Housing Authority which shall take (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 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 which adversely affects the Complainant's rights, duties, welfare, or status; or
 - 2. The decision of the Hearing Officer is contrary to applicable Federal, state, or local law; the United States Housing Act of 1937, as amended; Department of Housing and Urban Development (HUD) regulations or requirements; the Housing Authority's regulations and policies; or requirements of the Annual Contributions Contract between HUD and the Housing Authority in effect on the date of the hearing.
- C. A decision by a Hearing Officer or Board of Commissioners in favor of the Housing Authority or which denies the relief requested by the Complainant in whole or in part, will 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 later be brought in the matter.

IX. IMPACT UPON 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.