I. **PURPOSE AND SCOPE**

To set forth the requirements, standards and criteria to assure that tenants are afforded an opportunity for a hearing if a tenant disputes, within a reasonable time:

a. Any action of the Housing Authority, or failure to act, involving the tenant’s lease.

b. Housing Authority regulations or directives which the tenant claims adversely affect tenant’s rights, duties, welfare or status.

This grievance procedure shall be incorporated into the lease form used by the Housing Authority by reference thereto. It is therefore binding upon both the tenant and the Housing Authority.

II. **APPLICABILITY**

This grievance procedure is applicable to all individual grievances of tenants, as defined herein. It is not applicable to:

a. Disputes between tenants not involving the Housing Authority.

b. Class grievances.

c. Desires of tenants to initiate or negotiate policy changes between a group or groups of tenants and the LDCHA.

d. Any grievance concerning an eviction or termination of tenancy based upon a tenant’s material breach of the lease by the tenant or tenant’s guest(s) under the agency’s one-strike policy including but not limited to: violent criminal or any criminal-related, gang-related or drug-related activities; destruction to LDCHA property or its premises in a manner that physically alters, destroys, defaces, or damages said property; creation of life threatening, health and/or safety condition(s) that threaten the right to peaceful enjoyment of the premises by other tenants or Housing Authority employees; non-payment of rent.

III. **DEFINITIONS**

a. “Grievance” shall mean any dispute which a tenant may have with respect to Housing Authority action or failure to act in accordance with an individual tenant’s lease, or Housing Authority regulations which adversely affect tenant’s rights, duties, welfare or status.

b. “Complainant” shall mean any tenant whose grievance is presented to the LDCHA Administrative office or project office in which the complainant resides.
c. “Elements of Due Process” shall mean an eviction action or a termination of tenancy in a state or local court in which the following procedural safeguards are required:

(1) Thirty-day notice to the tenant of the grounds for terminating the tenancy and for eviction. [Such notice to be consistent with state laws.]

(2) Opportunity for the tenant to examine all relevant documents, records, policies, and regulations of the Housing Authority prior to the trial for purpose of preparing a defense.

(3) Right of the tenant to be represented by counsel.

(4) Opportunity for the tenant to refute the evidence presented by the Housing Authority, including the right to present any affirmative legal or equitable defense which the tenant may have that includes the right to confront and cross examine witnesses.

(5) A decision on the merits.

d. "Hearing Officer" shall mean a person selected in accordance with provisions herein to hear grievances and render a decision thereto.

e. “Tenant” shall mean any lessee or the remaining adult head of the household of any tenant family residing in housing accommodations in this project. This provision excludes any care provider or LDCHA approved live-in aide.

d. "Resident organization” includes a resident management corporation.

IV INFORMAL MEDIATION
Any grievance shall be personally presented by the tenant, either orally or in writing, to the LDCHA administrative office or management/project office in which the complainant resides. The grievance will be discussed informally between management and the tenant, and, if possible, resolved without a formal hearing. A summary of such discussion shall be prepared within ten (10) business days, by management. The tenant shall be notified in writing and a copy retained in the tenant's permanent file in the management office. The summary shall specify the names of the participants, dates, nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedures under which a formal hearing may be obtained if the complainant is not satisfied.

V PROCEDURES TO OBTAIN A FORMAL HEARING
The complainant shall submit a written request for a formal hearing to the LDCHA Executive Director, at the management within five (5) calendar days after receipt of the summary of discussion. The written request shall specify the reasons for the grievance and the action or relief sought.

VI DESIGNATED HEARING OFFICER
The Executive Director, has been designated the hearing officer for the Housing Authority by the LDCHA Board of Commissioners.
VII  **FAILURE TO REQUEST A HEARING**  
If the complainant does not request a hearing in accordance with procedures contained herein, then the disposition made of the grievance by the Housing Authority is final; except, that failure to request a hearing does not constitute a waiver by the complainant of the right to contest such action in an appropriate judicial proceeding.

VIII  **HEARING PREREQUISITE**  
All grievances shall be personally presented either orally or in writing pursuant to the informal procedure prescribed in Section IV above; except, that if complainant shows good cause for failure to comply with said Section IV the provisions of this section may be waived by the hearing officer.  *Accommodation of persons with disabilities.* Persons with disabilities may request special accommodations prior to or during any part of the process by contacting the LDCHA Administrative office or management/project office where the complainant resides. The Housing Authority must provide reasonable accommodation for persons with disabilities to participate in the process. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants. Notice to a visually impaired tenant will be in an accessible format as determined by the tenant.

IX  **ESCROW DEPOSIT**  
Before a hearing is scheduled in any grievance involving the amount of rent as defined in the lease which the Housing Authority claims is due, the complainant shall pay to the management office an amount equal to the amount of rent claimed due and payable as of the first of the month preceding the month in which the act or failure to act took place. Complainant thereafter shall deposit the same amount of the monthly rent in an escrow account monthly until the complainant is resolved by decision of the hearing officer.

Provision for payment of rent, as above, may be waived by the executive director in extenuating circumstances. Unless so waived, failure to make such payments shall result in termination of the grievance procedure; except, that such failure and termination of procedures shall not constitute a waiver of any right of the complainant to contest the disposition of the grievance in any appropriate judicial proceeding.

X  **SCHEDULING OF HEARINGS**  
Upon complainant’s compliance with all provisions of this grievance procedure, or upon formal waiver of any of the requirements hereof which as stated herein may be waived, a hearing shall be scheduled by the hearing office within ten (10) business days. The hearing shall be held at a time and place convenient to both the complainant and the Housing Authority. A written notification specifying the time, place [and the procedures governing the hearing] of the hearing shall be delivered by the hearing officer to the complainant and the appropriate official of the Housing Authority. [An extract of Section XI following will suffice for procedures.]

XI  **PROCEDURES GOVERNING THE FORMAL HEARING**  
The formal hearing will be held before a hearing officer. The complainant shall be afforded a fair hearing providing the basic safeguards of due process to include:

a. The opportunity to examine before the hearing and, at the expense of the complainant, to copy all documents, records and regulations of the Housing Authority that are relevant to the
formal hearing. Any document not so made available after request therefore by the complainant may not be relied on by the Housing Authority at the hearing;

b. The right to be represented by counselor other person chosen as his or her representative.

c. The right to a private hearing unless the complainant request a public hearing;

d. The right to present evidence and arguments in support of his or her complaint, to controvert evidence relied on by the Housing Authority; and to confront and cross examine all witnesses on whose testimony or information the Housing Authority relies; and

e. A decision based solely and exclusively upon the facts presented at the hearing. The hearing officer may render a decision without proceeding with the hearing if the hearing officer determines that the issue has been previously decided in another proceeding.

If the complainant or the Housing Authority fails to appear at a scheduled hearing, the hearing officer may make a determination to postpone the hearing for not to exceed five business days or may make a determination that the party has waived his or their right to a formal hearing. Both the complainant and the Housing Authority shall be notified of the determination by the hearing officer, provided that a determination that the complainant has waived their right to a formal 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.

At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the Housing Authority must sustain the burden of justifying the Housing Authority action or failure to act against which the complaint is directed.

The hearing shall be conducted informally by the hearing officer 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 officer shall require the Housing Authority staff, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer 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.

The complainant 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.

XII DECISION OF THE HEARING OFFICER
The hearing officer shall prepare a written decision, together with the reasons therefore, within a reasonable time after the hearing. A copy of the decision shall be sent to the complainant and the Housing Authority. The Housing Authority shall retain a copy of the decision in the tenant's file. [A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by the Housing Authority and made available for inspection by a prospective complainant, his representative, or the hearing officer.]

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 LDCHA
Board of Commissioners determines within a reasonable time, and promptly notifies the complainant of its determination, that;

a. The grievance does not concern Housing Authority action or failure to act in accordance with or involving the complainant’s lease or Housing Authority regulations, which adversely affect the complainant’s rights, duties, welfare or status;

b. 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.

A decision by the hearing officer in favor of the 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 in any judicial proceedings, which may thereafter be brought in the matter.

XIII  HOUSING AUTHORITY EVICTION ACTIONS

If a tenant has requested a hearing on a complaint involving a Housing Authority notice of termination of the tenancy and the hearing officer upholds the Housing Authority’s action to terminate the tenancy, the Housing Authority shall not commence an eviction action in a State or local court until it has served a notice to vacate on the tenant, and in no event shall the notice to vacate be issued prior to the decision of the hearing officer having been mailed or delivered to the complainant. Such notice to vacate must be in writing and specify that if the tenant fails to quit the premises within the applicable statutory period, or on the termination date stated in the notice of termination, whichever is later, appropriate court action will be brought against the individual, who may be required to pay court costs and attorney fees.