

DAVID CITY HOUSING AUTHORITY

GRIEVANCE POLICY

1.0 RIGHT TO A HEARING

Upon the filing of a written request as provided in these procedures, a resident shall be entitled to a hearing before a Hearing Officer or a Hearing Panel.

2.0 DEFINITIONS

For the purpose of this Grievance Procedure, the following definitions are applicable.

- A. “Grievance” shall mean any dispute which a resident may have with respect to the David City Housing Authority’s action or failure to act in accordance with the individual rights, duties welfare or status. Grievance does not include any dispute a resident may have with the Authority concerning a termination of tenancy or eviction that involves any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Authority’s public housing premises by other residents or employees of the Authority: or any violent or drug-related criminal activity on or near such premises. Nor shall this process apply to disputes between residents not involving the David City Housing Authority or to class grievances.
- B. “**Complainant**” shall mean any resident whose grievance is presented to the David City Housing Authority or at the development management office in accordance with sections 3.0 and 3.0 in this procedure.
- C. “**Elements of Due Process**” shall mean an eviction action or a termination of tenancy in State or local court in which the following procedural safeguards are required:
 - 1. Adequate notice of the grounds for terminating the tenancy for eviction;
 - 2. Right of the resident to be represented by counsel;
 - 3. Opportunity for the resident to refute the evidence presented by the authority including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the resident may have and
 - 4. A decision on the merits.
- D. “**Hearing Officer or Hearing Panel**” shall mean a person or persons selected in Accordance with section 4.0 of these procedures to hear grievances and render a decision with respect thereto.
- E. “**Resident**” shall mean the adult person (or persons) other than a live-in aide.
 - 1. Who resides in the unit and who executed the lease with the David City

Housing Authority as lessee of the premises, or, if no such person now resides in the premises.

2. Who resides in the unit and who is the remaining head of household of the resident family residing in the unit.

F. **“Resident organization”** includes a resident management corporation.

G. **“Promptly”**(as used in section 3.0 and 4.0(d) shall mean within the time period indicated in a notice from David City Housing Authority of a proposed action which would provide the basis for a grievance if the resident has received a notice of a proposed action from the agency.

H. **“Designated Person(s)” shall** be a person or persons appointed by the Executive Director or Board of Commissioners to conduct the Informal Settlement or Grievance Hearing on behalf of the Authority.

3.0 PROCEDURES PRIOR TO GRIEVANCE HEARING/INFORMAL SETTLE.

Any grievance shall be promptly presented personally either verbally or in writing to the DCHA office at 1125 3rd St. David City, NE, so that the grievance may be discussed informally with the Executive Director or his/her Designated Person(s) and settled without a grievance hearing. In the event the grievance cannot be discussed immediately when presented, an appointed date and time shall be agreed upon within a reasonable time.

A summary of such discussion shall be prepared within fourteen (14) calendar days and one copy shall be given to the resident and one retained in the authority’s resident file. The summary shall specify the names of the participants, dates of the meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the process by which a hearing under these procedures may be obtained if the resident is not satisfied.

If the complainant request a Grievance Hearing without first attempting to settle the grievance with an Informal Settlement, then the Executive Director or the Designated Person shall attempt to contact the complainant and settle the grievance informally.

4.0 PROCEDURES TO OBTAIN A GRIEVANCE HEARING

4.1 REQUEST FOR A HEARING

The resident shall submit a written request for a hearing to the Authority within fourteen (14) calendar days from the date of the mailing of the summary of the Informal Settlement pursuant to section 3.0. The written request shall specify:

- A. The reasons for the grievance; and
- B. The action or relief sought.

4.2 SELECTION OF A HEARING OFFICER OR HEARING PANEL

An impartial hearing officer or hearing panel shall be the appointed to conduct any grievance hearings that arise. The hearing officer or hearing panel may consist of an employee of the Authority or people independent of DCHA.

4.3 FAILURE TO REQUEST A HEARING

If the resident does not request a hear according to this section, the DCHA's disposition of the grievance under section 3.0 shall become final. However, failure to request a hearing does not constitute a waiver by the resident of the right thereafter to contest DCHA Authority's action in disposing of the complaint in an appropriate judicial proceeding.

4.4 HEARING PREREQUISITE

All grievances shall be promptly presented either verbally or in writing, pursuant to the informal procedure prescribed in section 3.0 as a condition precedent to a hearing under this Section. However, if the resident can show good cause why there was failure to proceed in accordance with section 3.0 to the Hearing Officer or Hearing Panel the provisions of this subsection may be waived by the Hearing Officer or Hearing Panel.

4.5 ESCROW DEPOSIT

Before a hearing is scheduled in any grievance involving the amount of rent as defined in the lease which the DCHA claims is due, the resident shall; pay to the DCHA an amount equal to the amount of the rent due and payable as of the first of the month proceeding the month in which the act or failure to act took place. The resident shall thereafter deposit monthly the same amount of the monthly rent in an escrow account held by DCHA until the complaint is resolved by decision of the Hearing Office or Hearing Panel. Amounts deposited into the escrow account shall not be considered as acceptance of money for rent during the period in which the grievance is pending.

4.6 SCHEDULING OF HEARINGS

Upon the resident's compliance with this section of the Hearing Officer or Hearing Panel shall promptly schedule a hearing for time and place reasonable convenient to both the resident and DCHA. A written notification specifying the time, place and the procedures governing the hearing shall be delivered to the resident and the appropriate agency official.

5.0 PROCEDURES GOVERNING THE GRIEVANCE HEARING

The Resident shall be afforded a fair hearing, which shall include:

- A. The opportunity to examine before the grievance hearing any Authority documents, including records and regulations that are directly relevant to the hearing. The resident shall be provided a copy of any such document at the resident's expense. If DCHA does not make the document(s) available for examination upon request by the resident, DCHA may not rely on such documents(s) at the grievance hearing.
- B. The right to be represented by counsel or other person chosen as the resident's behalf;
- C. The right to a private hearing unless the resident requests a public hearing;
- D. The right to present evidence and arguments in support of the resident's complaint, to challenge evidence relied on by the Authority, and to confront and cross examine all witnesses upon whose testimony DCHA relies; and
- E. A decision based solely and exclusively upon the facts presented at the hearing.

The Hearing Officer/Hearing Panel may render a decision without holding a the Officer/Panel determines that the issue has been previously decided at another hearing.

If either the resident or Authority fails to appear at the scheduled hearing, the Hearing Officer/Hearing Panel may postpone the hearing for up to five (5) business days or determine that the missing party has waived their right to a hearing. Bother DCHA and the resident shall be notified of the Hearing Officer's/Hearing Panel's decision. This decision shall not waive a resident's right to contest the disposition of the grievance in an appropriate judicial proceeding.

The following accommodation will be made for persons with disabilities:

- A. DCHA shall provide reasonable accommodations for persons with disabilities to participate in the hearing. Reasonable accommodations may include qualified sign language interpreters, readers, accessible locations, or attendants.
- B. If the resident is visually impaired, any notice to the resident that is required by these procedures must be in an accessible format.

6.0 INFORMAL HEARING PROCEDURES FOR DENIAL OF ASSISTANCE ON THE BASIS OF INELIGIBLE IMMIGRATIONS STATUS

The participant family may request that DCHA provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. The participant family must make this request within 30 days of receipt of the "Notice of Denial or Termination of Assistance", or within 30 days of receipt of the INS appeal decision.

7.0 DECISION OF THE HEARING OFFICER

The Hearing Officer/Hearing Panel shall prepare a written decision, together with the reasons therefore, within fourteen (14) calendar days after the hearing. A copy of the decision shall be sent to the resident and DCHA. The Authority shall retain a copy of the decision in the resident's folder. A copy of such decision with all names and identifying references deleted shall also be maintained on file by DCHA and made available for inspection by a prospective complainant, his/her representative, or the Hearing Officer/Hearing Panel.

The decision of the Hearing Officer/Hearing Panel shall be binding on DCHA who shall take all actions, or refrain from any actions, necessary to carry out the decision unless DCHA' S Board of Commissioners determines within a reasonable time, and promptly notifies the complainant of its determination, that:

- A. The grievance does not concern DCHA action or failure to act in accordance With or involving the resident's lease or Authority regulations, which adversely affect the resident's rights, duties, welfare or status;
- B. The decision of the Hearing Officer/Hearing Panel is contrary to applicable Federal, State, or local law, Authority regulations or requirements of the Annual Contributions Contract between the Authority and the U.S. Dept. of Housing and Urban Development.

A decision by the Hearing Officer/Hearing Panel or Board of Commissioners in favor of the David City Housing Authority or which denies the relief requested by the resident in whole or in part shall constitute a waiver of, nor affect in any manner whatsoever, any rights the resident may have a trial do novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

Name

Date