
CAMBRIDGE HOUSING AUTHORITY GRIEVANCE PROCEDURE



A. GRIEVANCE PANEL: APPLICABILITY AND PROCEDURE

1. The Grievance Procedure, which is part of the CHA Lease and Grievance Procedure, is applicable to all individual grievances between a resident and the Cambridge Housing Authority. A grievance is any dispute which a resident may have with respect to CHA action or failure to act in accordance with the individual resident's lease or CHA rules and regulations which adversely affects the individual resident's rights, duties, welfare or status.
2. The Grievance Procedure shall not apply to disputes between residents not involving CHA or to class grievances. The Grievance Procedure is not intended as a forum for initiating or negotiating policy changes. Establishing policy is the responsibility of the CHA Board of Commissioners, and at its direction, CHA staff in cooperation with local tenant councils and citywide tenant organizations.
3. The Grievance Procedure, as it relates to evictions, shall not apply in the following circumstances:
 - a. In the event CHA has a reason to believe that a resident, household member, guest or other person under resident's control has:
 - Unlawfully caused serious physical harm to another tenant or an employee of CHA or any other person lawfully on CHA property.
 - Unlawfully threatened to seriously physically harm another tenant or an employee of the CHA or an employee or any other person lawfully on CHA property.
 - Unlawfully destroyed, vandalized or stolen property of a tenant or employee of CHA or of any person lawfully on CHA property, if such conduct creates or maintains a serious threat to the health and safety of a tenant, a CHA employee, or any other person lawfully on CHA property.
 - Unlawfully possessed, carried, or kept a weapon on or adjacent to CHA property in violation of MGL c. 269 s. 10.
 - Unlawfully possessed or used an explosive or incendiary device on or adjacent to CHA property or otherwise violated MGL c. 266 ss. 101, 2012, 102A, or 102B.
 - Unlawfully possessed, sold, or possessed with intent to distribute a Class A, B, or C controlled substance as defined in MGL c. 94C s. 31 on or adjacent to CHA property.
 - Engaged in behavior which behavior that would be cause for voiding their lease pursuant to the provisions of MGL c. 139 s. 19.
 - Engaged in any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of the CHA.
 - Engaged in any violent or drug-related criminal activity on or off CHA property.
 - Engaged in any criminal activity that resulted in a felony conviction of a household member.
4. Any grievance shall be presented in writing, to CHA's Operations Department, or to CHA's Legal Department. The grievance shall first be discussed informally and may be

settled without a grievance panel hearing. Residents who are unable to come to CHA's office without difficulty may request that a CHA representative come to their apartment.

5. Following the informal discussion, a summary shall be prepared within a reasonable time and one copy shall be given to the resident and one retained in CHA's resident file.

a. The summary shall specify:

- The names of the participants;
- Date of meeting;
- The nature of the proposed disposition of the grievance by the CHA and the specific reasons therefore; and
- The procedures by which a grievance panel hearing may be obtained if the resident is not satisfied with the proposed disposition.

6. A request for a grievance panel hearing must be made in writing and delivered in person to CHA's Legal Department or by fax, or email with acknowledgement of receipt by CHA, or sent by first class mail for evictions, within seven (7) business days after the Summary of Informal Conference (as detailed above) is sent. For non-eviction related grievances, the request must be made within 30 calendar days of CHA's action or failure to act.

a. The written request shall specify:

- The reason(s) for the grievance; and
- The action or relief sought.

7. If the matter is not resolved through pre-grievance, a hearing shall be scheduled (scheduling is subject to availability of the panel).

8. A written notification specifying the time, place and the procedure governing the hearing shall be delivered to the resident no less than five (5) business days prior to the time the hearing is scheduled.

a. The notice must inform the household that they have the right to discovery, meaning that they will:

- Be given the opportunity to examine any and all documents that CHA will rely

upon at the hearing; and

- Be given access to the entire household file if requested; and
- Be allowed to make copies of any and all documents related to the hearing (at their own expense); and
- Be supplied with an overview of any proposed testimony from CHA witnesses; and
- Discovery requests must be initiated by the household and access will not be unreasonably delayed by the CHA.

9. Once the hearing is scheduled and the notice has been sent, the household may only request to reschedule a hearing for good cause or as a reasonable accommodation for a person with disabilities.

- a. Good cause is defined as an unavoidable conflict that seriously affects the health, safety or welfare of the household. Requests to reschedule a hearing must be made orally or in writing prior to the hearing date. CHA may request documentation of the good cause.
- b. Failure to obtain counsel is not considered good cause. Written requests by an attorney for postponement due to unavailability will be considered grounds to reschedule.
- c. Failure to attend a scheduled hearing without prior notice is considered a default.
 - In cases where the resident has good cause for the default and contacts CHA within two (2) business days, the CHA will reschedule the hearing.
 - In cases where the resident does not have good cause or fails to contact CHA within two (2) business days, the CHA will determine that the resident has waived the right to a hearing and the CHA's disposition of the grievance shall be final.

10. Households have the right to seek and retain counsel at their own expense or may have another representative accompany them.

11. The determination that the resident has waived the right to a hearing shall not constitute a waiver of any right the complainant may have to contest CHA's disposition of the grievance in an appropriate judicial proceeding.

B. ORGANIZATION OF GRIEVANCE PANEL

1. The Grievance Panel is made up of five individuals as follows:
 - Two representatives of CHA, from a department with no direct involvement or contact with the case;
 - Two public housing residents or participants of the Housing Choice Voucher Program;
 - and one impartial person.
2. CHA together with the citywide tenant organization and local tenant councils shall recruit and maintain a pool of public housing residents and voucher participants shall to serve on the grievance panel. The impartial person shall serve as the Chairperson of the Hearing Panel.
3. All grievance panel hearings heard at CHA are recorded and stored for a period of twelve (12) months after the hearing. The recordings shall be kept by CHA in a confidential manner. If requested, CHA will make a copy for the resident or the resident's representative at their request and expense.
4. At the start of every grievance panel, the Chairperson will introduce the members of the panel and then elicit introductions from other individuals in the room. Any member of the panel that has prior knowledge of the case or the household must disclose said knowledge, as soon as practicable.
 - a. No member of the Hearing Panel shall hear a grievance if s/he resides in the same development as the complainant, is a relative of the complainant, is personally involved in the grievance at issue, is a CHA employee of the affected department, or if it is otherwise inappropriate for s/he to adjudicate the pending grievance.
 - b. All matters relating to disqualification of a member shall be decided by the Chairperson. If the qualifications of the Chairperson are at issue, s/he may be disqualified solely by unanimous vote of the remaining four members.
 - c. Depending upon the situation:
 - The panel member may recuse himself/herself from the hearing and the resident and CHA both consent to a panel of only four members; or
 - The resident or CHA may request that the panel member recuse himself/herself and consent to a panel of only four members; or
 - Both parties may agree that the panel member participate; or

- Both parties agree that the hearing will be continued to another date.
 - In the instance that a panelist is recused and the parties are unable to agree on whether or not to proceed or reschedule, the default will be to continue the hearing to another date.
- d. If the decision is to proceed with less than five panel members or with the panel member in question, it is the Chairperson's responsibility to assure that the household understands the implications of proceeding and agrees to do so while on the record. In the event that the hearing proceeds with four panel members, and the result is a split panel, then CHA's decision will be upheld.

C. GRIEVANCE PANEL DECISION

1. Once the parties have been introduced, it is CHA's responsibility to present the case to the panel and explain its position or action toward the household. CHA has the burden of justifying its action or failure to act against which resulted in the grievance. In doing so, CHA must rely on documents and witnesses that were previously disclosed to the resident or the resident representative(s). Once CHA has completed its presentation, the resident is given the opportunity to present evidence and argument in support of their grievance, to contradict evidence relied on by CHA, and to confront and cross-examine all witnesses on whose testimony or information CHA relies, unless doing so would trigger a substantial threat to his/her safety or property.
2. In general, pre-disclosed evidence is admissible in an informal hearing. Evidence may be considered without regard to admissibility under the rules of evidence that are applicable to judicial proceedings.
3. While panel members are free to ask questions at any point in the presentation, both the household and CHA may only direct questions to the other party at the end of their respective presentation.
4. At the end of both presentations, either party may make a closing statement.
5. Prior to and after the Grievance Hearing, CHA and the tenant representative shall not discuss the grievance with the panelists or in the presence of the panelists. The hearing shall be private unless the tenant requests a public hearing.

D. GRIEVANCE PANEL DECISION

1. CHA shall take no administrative or court action against any resident involving any pending matter before the grievance panel until the resident has received notification of the grievance panel's final decision on the matter.
2. The decision of the grievance panel is final. There are no further in-house remedies available to the resident.

3. The grievance panel shall prepare a written decision with the reasons therefore within a reasonable time after the hearing.
4. The decision shall be based solely and exclusively upon the facts presented at the hearing. Any information obtained thereby shall be set forth in the decision. A copy of the decision shall be sent to the CHA, the resident, and placed in CHA's resident file.
5. The decision of the grievance panel shall be binding on CHA which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the CHA Board of Commissioners determines to the contrary within a reasonable time, and promptly notifies the resident of its determination that: (a) a grievance does not concern CHA's action or failure to act in accordance with or involving the complainant's lease or CHA rules or regulations, which adversely affects the complainant's rights, duties, welfare, or status; or (b) the decision of the grievance panel is contrary to applicable federal, state or local law, HUD (for federally-aided developments) or DHCD (for state-aided developments) regulations, or requirements of the Annual Contributions Contract between HUD (for federally-aided developments) and the CHA or the Contract for Financial Assistance between DHCD (for state-aided developments) and the CHA.
6. A decision by the Panel or CHA Board of Commissioners in favor of CHA or which denies the relief requested by the resident in whole or in part shall not constitute a waiver of, nor affect in any manner whatever, any rights the resident may have to a trial de novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

E. REASONABLE ACCOMMODATION APPEALS

1. Appeals of decisions of the 504/ADA Coordinator of Requests for Reasonable Accommodation are governed by the Reasonable Accommodation Policy of CHA in Chapter 11 of the ACOP or Administrative Plan, as applicable. They are heard by the Reasonable Accommodations Appeals Officer.