

# **Norfolk Redevelopment & Housing Authority**

## **Grievance Procedure**

### **I. Purpose and Applicability**

- A. Introduction. Norfolk Redevelopment & Housing Authority (hereinafter referred to as the “Authority”) deems it desirable to implement a procedure by which tenants may obtain a fair and impartial resolution of disputes arising between tenants and the Authority. This Grievance Procedure seeks to assure just and unbiased treatment of all tenants and to provide procedures, which are not unduly, time consuming or complicated.
- B. Purpose. Through the Grievance Procedures, the Authority seeks to assure a systematic approach to the resolution of disputes between tenants and the Authority. Tenants may avail themselves of the Grievance Procedure if they complain within a reasonable time of any Authority action or failure to act involving the tenant’s dwelling lease or Authority regulations that adversely affect the tenants.
- C. Applicability. The Grievance Procedure shall be applicable to all individual disputes which a tenant may have with respect to Authority action or failure to act in connection with the individual tenant’s dwelling lease, or with respect to Authority regulations which adversely affect the individual tenant’s rights, duties, welfare or status. The Grievance Procedure is not intended to be a forum for initiating or negotiating policy changes. The Grievance Procedure shall not be applicable to: 1) any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other tenants or employees of the Authority; 2) any drug-related criminal activity on or near the premises; 3) disputes between tenants; or 4) class grievances.

### **II. Definitions**

For purposes of this Grievance Procedure the following definitions are applicable:

- A. “Grievance” shall mean any dispute which a tenant may have with respect to Authority action or failure to act in accordance with the individual tenant’s dwelling lease or with respect to Authority regulations which adversely affect the individual tenant’s rights, duties, welfare or status, except those set forth in Paragraph IC above.
- B. “Complainant” shall mean any tenant whose Grievance is presented to the Authority in accordance with Paragraphs III and IV below.
- C. “Tenant” shall mean the adult person (or persons) other than a live-in aid:
  - 1. Who resides in the unit, and who executed the lease with the Authority as lessee of the dwelling unit, 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 unit.

### **III. Informal Settlement of Grievance**

Any Grievance must be personally presented, either orally or in writing, to the Authority's Central Management Office or to the Management Office of the Housing Community in which the Complainant resides, within ten (10) days after the occurrence giving rise to the Grievance, so that the Grievance may be discussed informally and an attempt can be made to settle the Grievance without a hearing. The oral or written presentation must state (1) that it is being presented pursuant to the Grievance Procedure, (2) the factual basis of the Grievance, and (3) the action or relief sought. The Authority must then, or within five (5) business days after such presentation, informally discuss the Grievance with the Complainant or his representative. Within a reasonable time, not in excess of fifteen (15) days after presentation of the Grievance, a summary of the informal discussion shall be prepared by the Authority and copy thereof shall be provided to the Complainant. The summary shall be in writing and shall specify the names of the participants in the discussion, the date of the discussion, the nature of the proposed disposition of the Grievance and the specific reasons therefor, and shall specify the procedures by which the Complainant may obtain a hearing if he is not satisfied by the proposed disposition of the Grievance.

### **IV. The Hearing**

- A. Initiation of the Hearing. If the Complainant is not satisfied with the proposed disposition of the Grievance pursuant to the informal discussion described above and if he desires a hearing on the Grievance, he shall submit a written request for a hearing to the Authority within a reasonable time, not to exceed fifteen (15) days after receipt of the written summary of discussion described above. The written request shall ask for a Grievance Procedure hearing and shall specify the nature of the Grievance and the action or relief sought. If the Complainant does not request a hearing within the prescribed time and in accordance with this paragraph, then the Authority's disposition of the Grievance under the informal settlement procedures set forth above shall be final, provided that the Complainant shall not be deemed to have waived his right to contest the Authority's action in an appropriate judicial proceeding.
- B. Selection of Hearing Officer. Upon compliance with the procedure set forth herein and provided the Complainant has represented his Grievance pursuant to the informal settlement procedure described in Paragraph III above, the Complainant shall be entitled to have his Grievance heard by a Hearing Officer. The Hearing Officer shall be an impartial disinterested person selected jointly by the Authority and the Complainant from a list approved by the Norfolk Residents Organization, Inc.

- C. Escrow Deposit. If the Grievance involves the amount of rent or other charges claimed by the Authority to be due, the Complainant shall pay to the Authority all amounts claimed by the Authority to be due as and when such amounts become due under the dwelling lease. The amounts so paid will be held in escrow by the Authority until the Grievance is resolved by decision of the Hearing Officer. In extenuating circumstances, the escrow requirement may be waived by the Authority. Unless so waived, the failure of the Complainant to make the escrow payments shall result in the termination of the Grievance Proceedings.
- D. Scheduling of the Hearing. Upon the Complainant's compliance with the foregoing provisions of this Grievance Procedure, a hearing shall be scheduled by the Hearing Officer promptly for a time and place convenient to the Complainant and the Authority. A written notification specifying the time, place and procedures governing the hearing shall be delivered to the Complainant and to the Authority.

**V. Procedures Governing the Hearing**

- A. Due Process. The Complainant shall be afforded a fair hearing providing the basic elements of due process which shall include: 1) the opportunity to examine and copy at Complainant's expense before the Grievance Hearing any Authority documents, including records and regulations, that are directly relevant to the hearing: (If the Authority does not make the documents available for examination upon request by the Complainant, the Authority may not rely on the documents at the Grievance Hearing); (2) the right to be represented by counsel or other person chosen as the Complainant's representative; (3) the right to a private hearing unless the Complainant requests a public hearing; (4) the right to present evidence and arguments, to controvert evidence presented by the Authority and to confront and cross-examine all witnesses on whose testimony or information the Authority relies; and (5) a decision based solely and exclusively upon the facts presented at the hearing.
- B. Accommodation of Persons with Disabilities: The Authority will provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants. If the Complainant is visually impaired, any notice to the Complainant must be in accessible format.
- C. Precedent. The Hearing Officer may render a decision without proceeding with the hearing if he determines that the same or similar Grievance issue has been previously decided in another hearing.
- D. Failure to Appear. If the Complainant of the Authority fails to appear at a scheduled hearing, the Hearing Officer may make a determination to postpone the

hearing for not more than five (5) business days, or may make a determination that the missing party has waived his right to a hearing.

- E. Burden of Proof. At the hearing, the Complainant must first make a showing of entitlement to the relief sought; thereafter, the Authority must sustain the burden of justifying its action or failure to act against which the Grievance is directed.
- F. Evidence and Maintaining Order. The hearing shall be conducted informally, and oral or documented evidence pertinent to the facts and issues raised by the Grievance may be received without regard to admissibility under the normal rules of evidence applicable to judicial proceedings.
- G. Transcript of Hearing. The Complainant or the Authority may arrange, in advance and at the expense of such party, for a transcript of the hearing.

## VI. **Decision**

- A. Written Decision. The Hearing Officer shall prepare a written decision, together with the reasons thereof, within a reasonable time, not to exceed fifteen (15) days after the date of the hearing. A copy of the decisions shall be sent to the Complainant and the Authority.
- B. Binding Effect; Reversal. The decision of the Hearing Officer shall be binding on the Authority and on the Complainant. The Authority shall take all actions, or refrain from any actions, necessary to carry out the decision, unless the Authority's Board of Commissioners, within thirty (30) days after the date the written decision is delivered to the Authority, deems it necessary to reverse the decision and promptly notifies the Complainant of this determination that (1) the Grievance does not concern Authority action involving the Complainant's dwelling lease or Authority regulations which adversely affect the rights, duties, welfare or status of the Complainant or (2) that 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 the Department of Housing and Urban Development and the Authority.
- C. Right of Judicial Review. Any decision by the Hearing Officer or the Authority's Board of Commissioners in favor of the Authority or which denies the relief requested by the Complainant in whole or in part, or the termination of Grievance Proceedings under paragraph V (D) above, or a determination that the Complainant has waived his right to a hearing under paragraph VI (C) above, shall not constitute a waiver of, nor affect in any manner whatsoever, any right which the Complainant may have to contest the Authority's disposition of the grievance in a trial *de novo* or an appropriate judicial proceeding.

- D. Eviction Action. If a Complainant has requested a hearing in accordance with paragraph IV above concerning a complaint involving an Authority notice of termination of the Complainant's tenancy, and if the Hearing Officer upholds the Authority's action to terminate the tenancy, the Authority shall not commence an eviction action in the state or local court until it has served a notice to vacate on the tenant. 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 must 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 action will be brought against the tenant and he may be required to pay court costs and attorney's fees.