



HOUSTON
HOUSING AUTHORITY

Transforming Lives & Communities

2640 Fountain View Drive ■ Houston, Texas 77057 ■ 713.260.0500 P ■ 713.260.0547 TTY ■ www.housingforhouston.com

HOUSTON HOUSING AUTHORITY

Public Housing Grievance Policy

1. DEFINITIONS

- A. **Tenant:** The adult person (or persons, other than a Live-in aide): (1) who resides in the unit, and who executed the lease with the HHA 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 dwelling unit.
- B. **Grievance:** Any dispute a Tenant may have with respect to an HHA action or failure to act in accordance with the individual Tenant's lease or HHA regulations that adversely affects the individual Tenant's rights, duties, welfare or status.
- C. **Complainant:** Any Tenant (as defined above) whose grievance is presented to the HHA (at the central office or the development office) in accordance with the requirements presented in this policy.
- D. **Elements of due process:** An eviction action or termination of tenancy in a State or local court in which the following procedural safeguards are required:
 - (1) Adequate notice to the Tenant of the grounds for terminating the tenancy and for eviction;
 - (2) Right of the Tenant to be represented by counsel;
 - (3) Opportunity for the Tenant to refute the evidence presented by the HHA, including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the Tenant may have;
 - (4) A decision on the merits of the case.
- E. **Hearing Officer:** A person selected in accordance with HUD regulations and this policy to hear grievances and render a decision with respect thereto.

2. APPLICABILITY

In accordance with the applicable Federal regulations, this grievance policy shall be applicable to all individual grievances (as defined in Section 1 above) between Tenant and the HHA with the following three exceptions:

A. Because HUD has issued a due process determination that the law of the State of Texas requires that a Tenant be given the opportunity for a hearing in court which provides the basic elements of due process (as defined above) before eviction from the dwelling unit, the grievance policy shall not be applicable to any termination of tenancy or eviction that involves:

- (1) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the HHA;
- (2) Any violent or drug-related criminal activity on or off such premises; or
- (3) Any criminal activity that resulted in felony conviction of a household member.

B. The HHA grievance policy shall not be applicable to disputes between Tenants not involving the HHA or to class grievances. The grievance policy is not intended as a forum for initiating or negotiating policy changes between a group or groups of Tenants and the HHA's Board of Commissioners.

C. The HHA grievance policy is not applicable to Tenants at Section 8 New Construction properties (Long Drive and Telephone Road).

This grievance policy is incorporated by reference in all Tenant dwelling leases and will be furnished to each Tenant and all resident organizations.

Any changes proposed in this grievance policy must provide for at least thirty (30) day notice to Tenants and Resident Organizations, setting forth the proposed changes and providing an opportunity to present written comments. Comments submitted shall be considered by HHA before any revisions are made to the grievance policy.

3. GRIEVANCE PROCESS

- a. Informal Settlement Conference: conference between the Tenant and the property manager to have an informal discussion and attempt to settle the grievance without a formal hearing.

- b. Formal Hearing: if the decision issued by the property manager is not satisfactory to the Tenant, a formal hearing can be requested. A formal hearing is held before an independent hearing officer.

4. INFORMAL SETTLEMENT CONFERENCE

Any grievance must be personally presented in writing, to the management office of the development in which the complainant resides **within ten (10) business days after the grievable event**.

Grievances related to complaints about operational matters that are received by the HHA's central office will be referred to the management of the development in which the complainant resides.

As soon as the grievance is received, it will be reviewed by the management office of the development to be certain that none of the exclusions in paragraph 2 above applies to the grievance. Should one of the exclusions apply, the complainant will be notified in writing that the matter raised is not subject to the HHA's grievance policy, with the reason therefor.

If none of the exclusions cited above apply, the will be notified of an informal settlement conference appointment to be held **within ten (10) business days**. At the informal settlement conference, the complainant will present the grievance and the person in charge of the management office will attempt to settle the grievance to the satisfaction of both parties.

In the event that the Tenant wishes to reschedule an informal settlement conference, a request must be submitted in writing at least 24 hours before the scheduled conference. The Request to Reschedule Hearing form is attached to this policy. An informal settlement conference will only be rescheduled one (1) time. The Tenant's failure to appear at the rescheduled conference will be considered a waiver of his/her rights to the grievance procedure.

Within **five (5) business days** following the informal settlement conference, the management office shall prepare and either hand deliver or mail to Tenant a summary of the discussion that must specify the names of the participants, the dates of the meeting, the nature of the proposed disposition of the complaint and the specific reasons therefor, and the procedures by which a formal hearing under this policy may be obtained if the complainant is not satisfied. A copy of the summary shall also be placed in Tenant's file. A receipt signed by the complainant or a return receipt for delivery of certified mail, whether or not signed, will be sufficient proof of time of delivery for the summary of the informal settlement conference.

5. FORMAL HEARING

If the complainant is dissatisfied with the outcome of the informal settlement conference, the complainant must submit a written request for a hearing to the management office of the development where Tenant resides **no later than five (5) business days after the summary of the informal discussion is received.**

The written request shall specify:

- A. The reasons for the grievance; and
- B. The action of relief sought from the HHA.

If the complainant fails to request a hearing within five (5) business days after receiving the summary of the informal settlement conference, the Manager's decision rendered at the informal settlement conference becomes final and the HHA is not obligated to offer the complainant a formal hearing unless the complainant can show good cause why she/he failed to proceed in accordance with this policy.

Failure to request a grievance hearing does not affect the complainant's right to contest the HHA's decision in a court hearing.

6. SELECTING THE HEARING OFFICER

A grievance hearing shall be conducted by an impartial person or persons appointed by the HHA. The HHA has full time employees who will hear formal grievances. The hearing officer will not hear grievances in which they may have been involved in any capacity prior to the formal hearing.

7. ESCROW DEPOSIT REQUIRED FOR A HEARING INVOLVING RENT

Before a formal hearing is scheduled in any grievance involving the amount of rent which the HHA claims is due under the lease, the complainant shall pay to the HHA an amount equal to the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The complainant shall, thereafter, deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the hearing officer.

This requirement will not be waived by the HHA unless the complainant is paying minimum rent and the grievance is based on a request for a hardship exemption. **In this case only**, rent need not be escrowed.

8. SCHEDULING HEARINGS

When a complainant submits a timely request for a grievance hearing, the HHA will immediately contact the Hearing Officer to schedule the hearing

Once the hearing has been scheduled, the complainant and the manager of the development in which the complainant resides shall be notified in writing. Notice to the complainant shall be in writing, either personally delivered to complainant or sent by mail, return receipt requested.

The written notice will specify the time, place, and procedure governing the hearing.

In the event that the Tenant wishes to reschedule a formal hearing, a request must be submitted in writing at least 48 hours before the scheduled hearing. The Request to Reschedule Hearing form is attached to this policy. A formal hearing will only be rescheduled one (1) time. The Tenant's failure to appear at the rescheduled hearing will be considered a waiver of his/her rights to the grievance procedure.

9. PROCEDURES GOVERNING THE HEARING

The formal hearing shall be held before a hearing officer. The complainant shall be afforded a fair hearing, which shall include:

A. The opportunity before the hearing, upon written request, to examine any HHA documents, including records and regulations that are directly relevant to the hearing. Requests to review documentation must be received in writing at least three (3) days prior to the scheduled hearing. The Tenant's failure to submit a timely request to review documentation will not result in a hearing being rescheduled except as described above.

The Tenant shall be allowed to copy any such document at the Tenant's expense. If the HHA does not make the documents available following such written request for examination from the complainant, the HHA may not rely on such documents at the grievance hearing.

B. The right to be represented by counsel or other person chosen as the Tenant's representative and to have such representative make statements on the Tenant's behalf.

C. The right to a private hearing unless the complainant requests a public hearing.

D. The right to present evidence and arguments in support of the Tenant's complaint or to controvert evidence relied on by the HHA or management, and to confront and cross examine all witnesses upon whose testimony or information the HHA or management 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 he/she determines that the issue has been previously decided in another proceeding.

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

The hearing shall be conducted informally by the hearing officer. 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 HHA, 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 maintain 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 HHA 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.

The HHA must 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 Tenant is visually impaired, any notice to the Tenant that is required under this policy must be in an accessible format. It is the Tenant's responsibility to advise the HHA at least 48 hours in advance of any reasonable accommodations needed for the hearing.

If a hearing officer fails to disqualify himself/herself as required in Section 5, the HHA will remove the hearing officer, invalidate the results of the hearing, and schedule a new hearing with a new hearing officer.

10. FAILURE TO APPEAR AT THE HEARING

If the complainant or the HHA fails to appear at the scheduled hearing, the hearing officer, at their discretion, may make a determination to postpone the hearing, **not to exceed five (5) business days**, or may make a determination that the party has waived the right to a hearing.

Both the complainant and the HHA shall be notified of the determination by the hearing officer. A determination that the complainant has waived his/her right to a hearing shall not constitute a waiver of any right the complainant may have to contest the HHA's disposition of the grievance in court.

11. DECISION OF THE HEARING OFFICER

The hearing officer shall prepare a written decision with the reasons for the decision **within ten (10) business days** after the hearing. A copy of the decision shall be sent to the complainant and the HHA.

The HHA shall retain a copy of the decision in the Tenant's file. A copy of the decision with shall also be maintained on file by the HHA and made available for inspection by a prospective complainant, their representative, or the hearing officer.

The decision of the hearing officer shall be binding on the HHA, which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the HHA's Board of Commissioners determines within ten (10) business days, and promptly notifies the complainant of its determination, that:

- A. The grievance does not concern HHA's action or failure to act in accordance with or involving the complainant's lease or HHA 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 HHA.

A decision by the hearing officer or Board of Commissioners in favor of the HHA or which denied the relief requested by the complainant in whole or in part shall not constitute a waiver of, nor affect in any way, the rights of the complainant to a trial or judicial review in any court proceedings which may be brought in the matter later.

TENANT ACKNOWLEDGMENT

I, _____, have received the Houston Housing Authority’s (“HHA”) Grievance Policy. I have been advised of my right to an informal settlement conference with management office in case of a grievance with respect to an HHA action or failure to act in accordance with my Residential Lease Agreement or HHA regulations that adversely affects my rights, duties, welfare or status.

Furthermore, I have been advised that if I am not satisfied with the informal settlement conference disposition, I have a right to a formal hearing with the HHA hearing officer pursuant to the requirements under “Formal Hearing” of this policy.

I will have the right to appear at the formal hearing and speak on my own behalf, to bring witnesses and documents, to cross-examine HHA witnesses and to be represented by counsel or other representatives of my choice. Upon written request, I have the right before the hearing to examine and copy any HHA documents, records, and/or regulations that are directly relevant to my hearing.

Tenant’s Signature

Unit #

Property Manager’s Signature

Date

Date



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REQUEST FOR HEARING

- Informal Settlement Conference Formal Hearing

Reason for Appeal

- Denial of Admission
 Denial of Request for Reasonable Accommodation
 Lease Termination Notice
 Other: _____

Name: _____ Date: _____

Property: _____ Phone No: _____

Current Address: _____

Basis for Hearing Request:

I, _____, understand that I must adhere to the rules and procedures provided in the HHA Public Housing Grievance Policy.

Resident Signature

Date

For Office Use Only	
Date of Request	
Request for Interpreter	<input type="checkbox"/> Yes <input type="checkbox"/> No Language: _____
Date of Receipt of Lease Termination Notice (if applicable)	
Date of previous hearing (if applicable)	



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REQUEST TO RESCHEDULE HEARING

- Informal Settlement Conference Formal Hearing

Reason for Appeal

- Denial of Admission
 Denial of Request for Reasonable Accommodation
 Lease Termination Notice
 Other: _____

Name: _____ Date: _____

Property: _____ Phone No: _____

Current Address: _____

Please state the reason(s) for requesting to reschedule the hearing:

I, _____, understand that I may only reschedule this hearing once. If I fail to attend the next scheduled hearing, I waive my rights to participate in the grievance process, although I retain my right to contest a lease termination in a court of law.

Resident Signature

Date

For Office Use Only	
Date of Request Receipt	
Date of Receipt of Lease Termination Notice (if applicable)	
Date of originally scheduled hearing (if applicable)	