

FRAMINGHAM HOUSING AUTHORITY GRIEVANCE PROCEDURE

I PURPOSE, SCOPE AND APPLICABILITY

- A. Purpose – The purpose of this procedure is to ensure that Framingham Housing Authority (FHA) tenants, and participants in the Mass. Rental Voucher Program (MRVP) and Alternative Housing Voucher Program (AHVP) have a recognized method for informally resolving disputes with the FHA, and to afford tenants the opportunity for a fair hearing within a reasonable time if the dispute cannot be settled informally.
- B. Grievant – Any tenant who has signed a FHA lease, and MRVP/AHVP participants may use this grievance procedure. Any person who is listed on the latest continued occupancy form as a member of the tenant household who remains on the premises after the tenant has vacated may also use this grievance procedure.
- C. Scope and Applicability – This procedure applies to any dispute which a grievant may have with respect to FHA action or failure to act in accordance with the lease or any statute, regulation, policy, or procedure that affects the tenant's rights, duties, welfare or status or to any complaint regarding an FHA employee. Public Housing tenants shall not be entitled to utilize this grievance procedure in cases of lease termination under the following circumstances:
1. in the event of nonpayment of rent
 2. in the event FHA has reason to believe that Tenant or a household member:
 - a. has unlawfully caused serious physical harm to another tenant or an employee of FHA or any other person lawfully on FHA's property.
 - b. Has unlawfully threatened to seriously physically harm another tenant or an employee of FHA or any person lawfully on FHA's property.
 - c. Has unlawfully destroyed, vandalized or stolen property of a tenant or of FHA or of any person lawfully on FHA's property, if such conduct creates or maintains a serious threat to the health or safety of a tenant, an FHA employee, or any other person lawfully on LHA's property.
 - d. Has unlawfully possessed, carried, or kept a weapon on or adjacent to FHA's property in violation of M.G.L. c269, S10.

- e. Has unlawfully possessed or used an explosive or incendiary device on or adjacent to FHA's property or otherwise violated M.G.L. c266, SS101, 102, 102A or 102B.
- f. Has unlawfully possessed, sold, or possessed with intent to distribute a class A, B or C controlled substance, as defined in M.G.L. c94C, S31, on or adjacent to FHA's property.
- g. Has engaged in other criminal conduct which seriously threatened or endangered the health or safety of any member of a tenant household, employee of FHA, or any person lawfully on FHA's property.
- h. Has engaged in behavior which would be cause for voiding this lease pursuant to the provisions of M.G.L. c139, S19.

II THE HEARING OFFICER

- A. The Hearing Officer shall be an impartial person appointed by the Framingham Housing Authority for a period of three (3) years.
- B. One alternate hearing officer may also be appointed for a three (3) year term.
- C. Impartiality of the Hearing Officer. A hearing officer or a member of his or her family shall not have and shall not appear to have any direct personal or financial interest in the outcome of any matter before him or her. No hearing officer shall be related by blood or marriage to any party or to any person who gives evidence as to facts which are disputed by the parties. No hearing officer may determine matters which directly concern his or her own housing or the housing of a family member or his or her own status or the status of a family member in that housing. Each hearing officer shall determine any matter at issue impartially and objectively on the basis of the evidence and applicable law. Any hearing officer, who shall be or shall appear to be unable to determine any matter impartially and objectively shall remove himself or herself as hearing officer, whether or not he has been requested to do so.
- D. Meeting Times – The hearing office shall schedule hearings as often as necessary to ensure that all grievances are heard within thirty (30) days from the time the grievant files the request for a hearing. Hearings shall be during regular business hours of the FHA at its Administration Building.

III GRIEVANCE PROCEDURES

- A. Initiation of a Grievance. A grievance regarding whether good cause exists for terminating a lease shall be initiated by a tenant in writing and

shall be mailed or delivered to the FHA at its main office within seven (7) days after a notice of lease termination has been given to a tenant by the FHA.

A grievance regarding whether participation in the MRVP or AHVP should be terminated shall be initiated by a program participant in writing and shall be mailed or delivered to the FHA at its main office within seven (7) days after a notice of program termination has been given to the program participant by the FHA.

A grievance regarding some other matter shall be initiated by a grievant in writing and shall be mailed or delivered to the FHA at its main office, or at a development office, if so specified, no more than fourteen (14) days after the date on which the grievant first became aware or should have become aware of the subject matter of the grievance, provided that the FHA shall have discretion to permit a grievance to be initiated late.

The FHA shall permit additional time for initiation of a grievance if the FHA shall find that there was a good reason for late initiation of the grievance and that the late initiation would not cause prejudice to the FHA.

- B. Informal Settlement Conference. Promptly after the initiation of a grievance, unless otherwise provided, the FHA's executive director or his or her designee shall give the grievant the opportunity to discuss the grievance informally in an attempt to settle the grievance without the necessity of a grievance hearing. The FHA shall give reasonable advance notice to the grievant and his or her representative (if any) of a time and place for an informal settlement conference, unless such a conference shall have taken place when the grievance was delivered to the FHA. If a matter is not resolved at the informal settlement conference, a grievance hearing shall be held. Failure to attend an informal settlement conference shall not affect a grievant's right to a grievance hearing.
- C. Hearing Date and Notice of Hearing. A grievance hearing regarding whether good cause exists for terminating a lease shall be scheduled within thirty (30) days from receipt of the request for a hearing and at least fifteen (15) days prior to the date of termination set forth in the notice of termination. A hearing of a grievance regarding some other issue, shall be scheduled as soon as reasonably convenient following receipt of the grievance.

The FHA shall give reasonable advance written notice of the time and place of the hearing to the grievant and to his or her representative (if any). The FHA, the hearing panel, or the hearing officer may reschedule a

hearing by agreement or upon a showing by grievant or by the FHA that rescheduling is reasonably necessary.

- D. Pre-Hearing Examination of Relevant Documents. Prior to a grievance hearing the FHA shall give the grievant or his or her representative a reasonable opportunity to examine FHA documents which are directly relevant to the grievance. Following a timely request, the FHA shall provide copies of such documents to grievant and, for good cause (including financial hardship), may waive the charge for the copies.
- E. Persons Entitled to be Present. The grievance hearing shall be private unless the grievant requests that it be open to the public. If the grievant requests an open hearing, the hearing shall be open to the public unless the hearing panel or the hearing officer otherwise orders. The FHA and the grievant shall be entitled to specify a reasonable number of persons who may be present at a private hearing. A challenge to the presence of any such person shall be decided by the hearing panel or the hearing officer. At the hearing the FHA and the grievant may be represented by a lawyer or by a non-lawyer. Each person present at the hearing shall conduct himself or herself in an orderly manner or he or she shall be excluded. If the grievant misbehaves at the hearing, the hearing panel or hearing officer may take other appropriate measures to deal with the misbehavior, including dismissing the grievance.
- F. Procedure at Grievance Hearings. The hearing panel or the hearing officer shall conduct the grievance hearing in a fair manner without undue delay. The hearing panel or the hearing officer shall initially take appropriate steps to define the issues. Thereafter, relevant information, including testimony of witnesses and written material, shall be received regarding such issues. Both the grievant and the FHA shall be entitled to question each other's witnesses. Procedure at the hearing shall be informal, and formal rules of evidence shall not apply. The hearing shall be tape-recorded. The members of the hearing panel or the hearing officer may question witnesses and may take notice of matters of common knowledge and applicable laws, regulations and FHA rules and policies. The panel members or the hearing officer may request the FHA or the grievant to produce additional information which is relevant to the issues or which is necessary for a decision to be made, provided that the other party is provided an opportunity to respond to such additional information.
- G. Written Decision; Effect of Decision. Within fourteen (14) days following the hearing or as soon thereafter as reasonably as possible, the hearing panel or the hearing officer shall provide the FHA with a written decision on the grievance, describing the factual situation and ordering whatever relief, if any, that shall be appropriate under the circumstances and under applicable laws, regulations, rules and/or policies. The decision shall be

based on the evidence at the grievance hearing and such additional information as may have been requested by the panel members or the hearing officer. The FHA shall forthwith mail or otherwise deliver a copy of the decision to the grievant and his/her representative. A copy of the decision (with names and personal identifiers deleted) shall thereafter be maintained at the FHA and shall be open to public inspection.

- H. Review by the FHA's Board. In cases where the decision concerns whether good cause exists for terminating a lease, there shall be no review by the FHA's Board. In other cases, in the event that the grievant or the FHA believes that (i) the decision of the hearing panel or hearing officer is not supported by the facts; (ii) the decision does not correctly apply applicable laws, regulations, rules and/or policies; or (iii) the subject matter is not grievable, within fourteen (14) days of mailing or other delivery of the decision, the grievant or the FHA may request review of the decision by the FHA's Board. The Board shall promptly decide whether to uphold, set aside or modify the decision after permitting the FHA and grievant to make oral presentations and submit documentation. The Board may also permit the hearing officer or hearing panel to make a presentation. The decision of the Board shall be in writing and shall explain its reasoning. If a written decision is not rendered within forty-five (45) days from the date a review is requested, the decision of the Board when rendered, shall specify a reason showing that there has been no undue delay.
- I. Review by the Department in State-Aided Cases. In the event that the FHA's Board shall make a material change in a decision of the hearing panel or hearing officer, involving a state-aided program, upon written request of the grievant made within fourteen (14) days of mailing or other delivery of the decision, the State Department of housing and Community Development shall review the decision of the Board and shall render a written decision upholding, setting aside or modifying the decision of the Board. State review is not applicable to federally aided programs, 28-1 Beaver Street and 28-2 John J. Brady Drive.
- J. Effect of a Decision on a Grievance. The decision on a grievance shall be binding between the FHA and the grievant with respect to the particular circumstances involved in the grievance, provided that if a court has jurisdiction to determine a matter which has been subject to decision on a grievance, the court's determination on the matter shall supersede the decision on the grievance. The fact that a person may have failed to grieve a matter shall not affect any such jurisdiction by a court. As between the FHA and any person who was not a grievant, the decision on a grievance shall have no binding effect.