



**FRANKLIN COUNTY REGIONAL HOUSING &
REDEVELOPMENT AUTHORITY**

241 Millers Falls Road • Turners Falls, MA 01376
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Grievance Policy

This policy is intended only for those tenants of state public housing or applicants for state public housing tenancy who have a matter that they wish to grieve.

All others (state and federal voucher participants, applicants, and/or other clients) should see policies regarding the applicable program.

Rental Assistance • Housing Development • Housing Management • Community Development
Municipal Assistance • Rehab Financing • Housing Counseling and Education • Public Infrastructure

Equal Housing Opportunity



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Section I- Purpose:

This Grievance Policy and Procedures are intended to assure that Franklin County Regional Housing & Redevelopment Authority (HRA) tenants are afforded an opportunity for a fair and open hearing if they dispute any HRA action or action of its Management Agent or failure to act involving the resident's lease with HRA or other applicable rules or regulations which adversely affect the individual resident's rights, duties, welfare, or status.

This policy is intended to be a guide of program and lease terms for tenants and applicants, established through State public housing program guidelines.

Public Housing tenants requesting a Grievance Hearing regarding a Notice to Quit (NTQ) will be issued the procedures within the served NTQ. Attachment A of the Policy describes the required schedule of procedures.

Applicants and tenants requesting a Grievance regarding HRA policies or procedures may request a Grievance by submitting Attachment B.

Management will provide each tenant with a copy of the full grievance policy upon request.

If a Tenant is entitled to a grievance hearing, the notice of lease termination shall specify that, within seven (7) days following the date on which notice is given, the Tenant has the right to request such a hearing and shall specify the process to be used in making the request. The Massachusetts Public Housing Lease will also include violations that will not allow a grievance hearing.

Section II- Grievance Policy and Procedure for Public Housing Tenants and Applicants

Definitions

Applicant: An applicant is defined in this document as a person who has submitted an application for a state public housing unit.

Grievance: An allegation by a tenant or applicant that HRA or an HRA employee has acted in violation of or failure to act in accordance with the tenant's lease or any statute, regulation, or rule regarding the conditions of tenancy. The alleged action or failure to act must have adversely affected the status, rights, duties, or welfare of the tenant or a household member.

An appeal by a data subject pursuant to applicable CMR or HUD regulations.

The meaning of a statute, regulation, or rule shall not be the subject of a grievance. A dispute between a tenant and another tenant or household member, in which HRA is not

involved, shall not be the subject of a grievance. A grievance shall not be filed by a tenant on behalf of another tenant or any household member of another tenant.

Grievant: Any tenant (or applicant for tenancy) living in a state-assisted public housing property owned by HRA who files a written grievance with HRA in accordance with HRA's grievance procedure. A grievant shall also include any person about whom HRA holds data (data subject) who pursues an appeal pursuant to applicable CMR regulations.

Hearing Officer: An impartial person who conducts grievance hearings in accordance with an approved grievance procedure and renders written decisions based on the material facts and applicable law.

Initiation and Procedures of Grievance Request

A grievance regarding whether good cause exists for terminating a lease shall be initiated by a tenant in writing and shall be emailed, mailed, or delivered to HRA's main office, 241 Millers Falls Road, Turners Falls, MA 01376, within seven (7) days after a notice of lease termination has been given to the tenant.

Public Housing Tenants for Lease Termination should follow the steps in Attachments A and B, which detail the processes explained in this Policy.

All clients, applicants, and tenants requesting a grievance regarding procedures, policies, employee actions, or any other HRA matter shall be initiated by a grievant in writing, which must be emailed, mailed, or delivered to HRA's 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, shall have the discretion to permit a grievance to be initiated late.

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

Informal Settlement Conference

Promptly after the initiation of a grievance, unless otherwise provided, HRA's Executive Director or their 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. HRA shall provide reasonable advance notice to the grievant and their representative of a time and place for an informal settlement conference unless such a conference shall have taken place when the grievance was delivered to HRA. A grievance hearing shall be held if a matter is not resolved at the informal settlement conference,. Failure to attend an informal settlement conference shall not affect a grievant's right to a grievance hearing.

Scheduling of Hearings

A grievance hearing regarding whether good cause exists for terminating a lease shall be scheduled within 14 days or as soon as reasonably practical after the date on which HRA receives the grievance. A hearing of a grievance regarding any other issues shall be scheduled as soon as reasonably convenient following receipt of the grievance. HRA shall give reasonable advance written notice of the time and place of the hearing to the grievant and their representative. HRA or the hearing officer may reschedule a hearing by agreement or upon showing by the grievant or by HRA that rescheduling is reasonably necessary.

Pre-Hearing Examination of Relevant Documents

Prior to a grievance hearing, HRA shall give the grievant or their representative a reasonable opportunity to examine HRA documents that are directly relevant to the grievance. Following a timely request, HRA shall provide copies of such documents to the grievant and, for good cause (including financial hardship), may waive the fee for copies.

Persons Entitled to be Present

The grievance hearing shall be private unless the grievant requests it be open to the public. If the grievant requests an open hearing, the hearing shall be open to the public unless the hearing officer otherwise orders. HRA and the grievant shall be entitled to specify a reasonable number of people who may be present at a private hearing. A challenge to the presence of any such person shall be decided by the hearing officer. At the hearing, HRA and the grievant may be represented by a lawyer or non-lawyer. Each person present at the hearing shall conduct themselves in an orderly manner, or they shall be excluded. If the grievant acts inappropriately or disrespectfully at the hearing, the hearing officer may take other appropriate measures, including dismissing the grievance.

Procedure at Grievance Hearings

The hearing officer shall conduct the grievance hearing in a fair manner without undue delay. The hearing officer shall initially take appropriate steps to define the issues. Thereafter, relevant information, including the testimony of witnesses and written material, shall be received regarding such issues; both the grievant and HRA 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 recorded. The hearing officer may question witnesses and may take notice of matters of common knowledge and applicable laws, regulations, and HRA rules and policies. The hearing officer may request HRA or the grievant to produce additional information that is relevant to the issues or necessary for a decision to be made, provided that the other party is provided an opportunity to respond to such additional information.

The decision of the Hearing Officer Within Fourteen 14 days following the hearing or as soon thereafter as reasonably possible, the hearing officer shall provide HRA 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 applicable laws, regulations, rules or policies. The decision shall be based on the evidence presented at the grievance hearing and such additional information as may have been requested by the hearing officer. HRA shall mail or otherwise deliver a copy of the decision to the grievant and their representative. A copy shall thereafter be maintained at HRA and shall be open to public inspection; all names and personal identifiers shall be redacted.

Review by HRA's Board

In grievances where the decision concerns whether good cause exists for terminating a lease, there shall be no review by HRA's Board. In other cases, if the grievant or HRA believes that the decision of the hearing officer is not supported by facts, the decision does not correctly apply applicable laws, regulations, rules, or policies, or the subject matter is not grievable within 14 days of mailing or other delivery of the decision, then the grievant or HRA may request a review of the decision by HRA's Board. The Board shall promptly decide whether to uphold, set aside, or modify the decision after permitting HRA and the grievant to make oral presentations and submit documentation. The Board may also permit the hearing officer 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 reasonable showing that there has been no undue delay.

Review by the Department (EOHLC)

In the event HRA's Board shall make a material change in a decision of the hearing officer, upon written request of the grievant made within 14 days of mailing or other delivery of the decision, the Department shall review the Board's decision and shall render a written decision upholding, setting aside or modifying the decision of the Board.

Effect of a Decision on a Grievance

The decision on a grievance shall be binding between HRA and the grievant with respect to the circumstances involved in the grievance, provided that if a court has jurisdiction to determine a matter which has been subject to the decision on a grievance, the court's determination on the matter shall supersede such decision. The fact that a person may have failed to grieve a matter shall not affect any such jurisdiction by a court. The decision on a grievance shall have no binding effect on any person who was not a grievant.

Grievances on the Amount of Redetermined Rent

If the tenant files a grievance as to the amount of a redetermined rent within 14 days of HRA's notice of the redetermined rent, the tenant shall continue to pay the rent then, in

effect, unless the redetermined rent is lower until disposition of the grievance. Following disposition of the grievance, the tenant shall forthwith pay any additional amounts determined to have been due but not paid since the effective date set out in the notice of redetermined rent, or HRA shall credit the tenant with any amounts paid but determined not to have been due. In the absence of a grievance, the redetermined rent shall be paid beginning on its effective date.

Grievance Hearing as a Condition of Lease Termination Under Certain Circumstances

The lease shall contain provisions that, after HRA gives notice of lease termination to a tenant, the tenant may request a grievance hearing regarding whether good cause exists for terminating the lease. **No grievance hearing shall be requested or held under any of the circumstances specified in (1) - (8) in M.G.L. c. 121B §32, including the following:**

- a. In the event of non-payment of rent.
- b. If HRA has reason to believe that the tenant or a household member:
 - i. has caused serious physical harm to another tenant, an employee of HRA, or any other person lawfully on HRA's property.
 - ii. has threatened to cause serious physical harm to any member of a tenant household, an HRA employee, or any person lawfully on HRA property.
 - iii. has destroyed, vandalized, or stolen property of any member of a tenant household, HRA, or of any person lawfully on HRA's property if such conduct involved a serious threat to the health or safety of any such person.
 - iv. has unlawfully possessed, carried, or kept a weapon on or adjacent to HRA's property in violation of M.G.L. c.269 §10.
 - v. has unlawfully possessed or used an explosive or incendiary device on or adjacent to HRA's property or has otherwise violated M.G.L. c. 266 §§101, 102, 102A, or 102B.
 - vi. has unlawfully possessed, sold, or possessed with intent to distribute a class A, B, or C controlled substance, as defined in M.G.L. c. 94C §31, on or adjacent to HRA's property.
 - vii. has engaged in other criminal conduct which has seriously threatened or endangered the health or safety of any member of a tenant household, an HRA employee, or any person lawfully on HRA's property.
 - viii. has engaged in behavior that would be cause for voiding the lease pursuant to the provisions of M.G.L. c. 139 §19.
 - ix. has allowed a guest of the tenant or household member to engage in any of the behavior listed above and that tenant knew about beforehand or should have known beforehand that there was a reasonable possibility that the guest would engage in misconduct.

Grievance Hearing Prior to Lease Termination

The lease shall provide that in circumstances where a grievance hearing as to lease termination is permissible, the following shall apply:

- a. The tenant shall make a written request for a grievance hearing to HRA within seven (7) days after a notice of lease termination has been given to the tenant. The grievance hearing shall be held pursuant to HRA's grievance procedure. At the grievance hearing, any additional reason for termination of the lease, which arose subsequent to the date of the notice of termination, shall be considered so long as HRA has given written notice to the tenant as to the additional reason not less than three (3) days before the hearing, or if a reason for eviction shall have arisen within such 3 day period, a subsequent session of the hearing may be scheduled on not less than 3 days' notice to consider such reason.
- b. In cases where the tenant is entitled to a grievance hearing and has made a timely request, HRA shall not file a summary process summons and complaint pending the hearing and a decision or other resolution in HRA's favor. HRA shall schedule such a hearing on a date within thirty (30) days from the date of a request for a grievance hearing and at least fifteen (15) days before the date of termination and shall give written notice of not less than 7 days of the time and place to the tenant. In the event a decision on a grievance determines that good cause exists for terminating a lease, HRA may thereupon file the summary process summons and complaint, and there shall be no review of the decision by the Board or the Department.

Additional Provisions

- a. HRA shall take no administrative or court action against any tenant involving any matter before the hearing officer, HRA Board, or the Department of Housing and Community Development until a final decision has been reached on the matter pursuant to 760 CMR 6.08 (4).
- b. The decision by the Hearing Officer, HRA Board (or sub-committee thereof), or the Executive Office of Housing and Livable Communities (EOHLC) shall not in any way limit nor constitute a waiver in any manner whatsoever of the right of the grievant or HRA to a trial de novo in court proceedings which may thereafter be brought. In such court proceedings, the parties shall be limited to the grounds relied upon at the hearing conducted in accordance with these procedures. If a party wishes to introduce new evidence or rely on new grounds in any subsequent court proceedings, the other party must be notified in advance of the new evidence or grounds, and a hearing shall be conducted in accordance with these regulations on the new evidence or grounds. The grievant's failure to pursue all or any part of the complaint and hearing remedies herein shall not constitute a waiver of or bar to any court or other remedy available to the grievant.

Hearing Officers, Appointment, and Jurisdiction

- a. This grievance procedure adopted by HRA requires a hearing and determination of a matter subject to the procedure by a single hearing officer.
- b. HRA shall have not less than two (2) hearing officers appointed under this policy. One (1) officer shall be designated as the primary hearing officer, and all other officers shall be designated as alternate hearing officers. If the primary hearing officer is unavailable or unable to attend to a grievance, the alternates shall be contacted in order of their appointment until an officer who is available is identified.
- c. The hearing officer shall be appointed to serve for a term not exceeding 7 years and shall serve all residents of state-aided public housing except for those persons who are subject to a different grievance procedure.
- d. The Executive Director shall submit a written nomination(s) for hearing officer(s) to the HRA Board. Each nomination shall include a description of the qualifications of the nominee and the proposed length of the term for which they are nominated.
- e. The HRA Board may, at its discretion, request the presence of a nominee at a Regular or Special Meeting of the Board to interview the nominee; such an interview would take place in an open session as the nominee shall have been preliminarily screened by HRA's staff members.
- f. If the HRA Board elects to interview the candidate, the Board shall approve or disapprove of the nominee at the conclusion of the interview after deliberation.
- g. If the HRA Board approves the nominee, the nominee shall thereupon become a hearing officer upon written or electronic acceptance.
- h. If the HRA Board disapproves the nominee, a written notice of disapproval shall be delivered to the nominee by the Executive Director of HRA stating the specific reasons that the nominee was rejected.
- i. Each hearing officer shall periodically certify to HRA that they are ready, willing, and able to serve; failure to so certify within ten (10) days of receipt of a written request by HRA shall render the hearing officer's position vacant. HRA may, at the discretion of the Executive Director, provide a hearing officer with additional time to submit their annual certification.

Impartiality of the Hearing Officer

- a. A hearing officer, or a member of their family, shall not have nor appear to have any direct personal or financial interest in the outcome of any matter before them.
- b. No hearing officer shall be related by blood or marriage to any party or to any person who gives evidence as to facts that are disputed by the parties.
- c. No hearing officer may determine matters which directly concern their housing, the housing of a family member, their housing status, or the status of a family member in that housing.

- d. Each hearing officer shall determine any matter at issue impartially and objectively based on the evidence and applicable law.
- e. Any hearing officer who shall be, or appear to be, unable to determine any matter impartially and objectively shall remove themselves as hearing officer, regardless of whether they have been requested to do so.

Removal of a Hearing Officer

- a. A hearing officer may be permanently removed at any time for inefficiency, neglect of duty, willful and material delay of proceedings, bias, or partiality.
- b. The HRA Board may vote to remove the hearing officer after HRA staff members have provided notice to the hearing officer and the opportunity for them to be heard at a Regular or Special Meeting of the Board.

Appointment of Interim Hearing Officers

- a. If there is not a hearing officer able and willing to serve for 1 or more pending matters, and if the use of the appointment process in Section 2 of this policy would likely cause a significant delay with potential adverse consequences to either HRA or the grievant, HRA may request that an interim hearing officer be named by EOHLC. Such a request shall be in writing and shall specify the reason for the request. If EOHLC finds there to be a reasonable need for an interim hearing officer, it shall designate an individual to serve in this capacity.
- b. An interim hearing officer shall have all the powers and duties of a hearing officer and shall serve in the pending matters for which they were appointed. An interim hearing officer may be nominated by HRA to be appointed to the position of hearing officer in the manner set out in this policy.

Board Approved: 09/08/2014 Vote#: 14-093

Amendment #1 Board Approved: 06-01-2020 Vote #: 17-4125

Amendment #2-Board Approved: 08-03-2020 Vote#: 17-4150

Amendment #3-Board Approved: 07-17-2023 Vote#:17-4392

Attachment A

Public Housing Grievance Steps (Public Housing)

Non-Eviction Grievances

1	HRA sends tenant a dated notice about the action it plans to take and right to grievance hearing.
2	Tenant must file a written grievance within fourteen (14) days or loses right to a hearing.
3	Informal conference held.
4	Tenant is encouraged, but not required, to attend informal conference.
5	If not resolved at the Informal Conference, HRA notifies tenant about grievance hearing date.
6	Tenant entitled to review HRA documents upon request.
7	Grievance hearing held.
8	Decision issued.
9	Tenant or HRA may appeal decision to the HRA Board, except in cases of "cause eviction."
10	If the HRA Board significantly changes decision, tenant may appeal to EOHLIC.

Eviction Related Grievances

1	HRA sends tenant a dated notice about the action it plans to take and right to grievance hearing.
2	Tenant must file a written grievance within seven (7) days or loses right to a hearing.
3	Informal conference held.
4	Tenant is encouraged, but not required, to attend informal conference.
5	If not resolved at the Informal Conference, HRA notifies tenant about grievance hearing date.
6	Tenant entitled to review HRA documents upon request.
7	Grievance hearing held.
8	Decision issued.

Attachment B: Grievance Hearing Request Form

Grievance Hearing Request Form

Name: _____

Address: _____ Apt: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Grievance Request:

Please include all facts that relate to your complaint. If you are a tenant requesting a hearing regarding a Notice to Quit, please include the date of the notice.

Please write down what actions or resolutions you would like taken.
