

RESOLUTION NO. 1383

Adopted by the Housing Authority of the City of Sacramento on:

December 23, 1975

BE IT RESOLVED BY THE HOUSING AUTHORITY OF THE CITY OF SACRAMENTO

Section 1. That the attachment labeled Exhibits "A" and entitled Grievance Procedure, is hereby adopted.

Shelby L. Bender
CHAIRPERSON

ATTEST:

William E. Selmi
SECRETARY

GRIEVANCE PROCEDURE

HOUSING AUTHORITY OF THE CITY OF SACRAMENTO HOUSING AUTHORITY OF THE COUNTY OF SACRAMENTO

All grievances of tenants of the Housing Authority shall be resolved in accordance with the following procedure.

1. GRIEVANCE. A grievance is any factual or legal dispute which a tenant may have with respect to Housing Authority action, or failure to act, in accordance with the lease, Housing Authority policies, or HUD regulations, which adversely affects the tenant's rights, duties, welfare or status.

2. PRESENTATION OF GRIEVANCE. The tenant shall personally present a grievance to the tenant's area housing office or to the Housing Authority central office. The tenant shall present the grievance within 14 days from the occurrence of the action, or failure to act, upon which the grievance is based. The grievance may be oral or written. The Housing Authority may request that an oral grievance be confirmed in writing by the tenant. The Housing Authority and the tenant may discuss the grievance informally and attempt to settle the grievance without a hearing.

3. SUMMARY OF DISCUSSION. If the Housing Authority and the tenant are unable to settle the grievance informally, the Housing Authority shall send to the tenant a written summary of the discussion within 7 days from the date of presentation of a grievance. The summary shall include:

- (a) the Housing Authority's proposed disposition of the grievance;
- (b) the specific reasons for the proposed disposition;
- (c) the names of the participants and the dates of any meetings held to discuss the grievance; and
- (d) the procedure by which the tenant may obtain a hearing to review the grievance.

4. REQUEST FOR HEARING. If the tenant is not satisfied with the Housing Authority's proposed disposition of the grievance contained in the summary, the tenant may submit a written request for a hearing to the Housing Authority central office or to the tenant's area housing office. The tenant shall submit the request within 7 days after receipt of the summary. The request shall specify:

- (a) the reasons for the grievance; and
- (b) the action or relief sought.

5. SELECTION OF HEARING OFFICER.

- (a) The tenant and the Housing Authority shall jointly select a hearing officer to hear the grievance.
- (b) If the parties cannot agree on a hearing officer, the tenant and the Housing Authority shall each appoint a member of a hearing panel. The members so appointed shall jointly select a third member of the panel.

- (c) If the appointed members of the panel cannot agree on a third member, such member shall be appointed by the State of California Office of Administrative Hearings, or by any other third party agreed upon by the tenant and the Housing Authority.

6. SCHEDULING OF HEARING. The hearing officer or panel shall promptly schedule a hearing for a time and place reasonably convenient to the parties, and shall notify the parties in writing of the time, place, and the procedures governing the hearing.

7. DUE PROCESS HEARING RIGHTS. At and before the hearing, the tenant shall be entitled to:

- (a) examine before the hearing and, at the tenant's expense, copy all documents, regulations, and records of the Housing Authority relevant to the hearing. The Housing Authority may not, at the hearing, rely on any document requested by the tenant before the hearing but not made available to the tenant;
- (b) be represented by counsel or other person chosen by the tenant as his or her representative;
- (c) request a private or public hearing;
- (d) present evidence and arguments in support of the grievance, controvert evidence relied on by the Housing Authority, and confront and cross-examine all witnesses on whose testimony or information the Housing Authority relies.

8. NON-APPEARANCE. If either party fails to appear at a scheduled hearing, the hearing officer or panel may either decide to postpone the hearing for up to five (5) working days, or decide that the nonappearing party has waived his right to a hearing. In either event, the hearing officer or panel shall notify the parties of the decision.

9. HEARING PROCEDURE, EVIDENCE, AND TRANSCRIPT.

- (a) The hearing officer or panel shall conduct the hearing informally. At the hearing, the tenant must first explain why he or she is entitled to the relief sought in the grievance. Thereafter, the Housing Authority must sustain the burden of justifying its action or failure to act against which the grievance is directed.
- (b) Oral or documentary evidence relevant to the facts and issues raised by the grievance may be received without regard to admissibility under judicial rules of evidence.
- (c) Either party may arrange for a transcript of the hearing at the party's own expense. Any interested person may purchase a copy of the transcript.

10. STATE ARBITRATION LAW. Except as otherwise provided by this grievance procedure, or as otherwise provided by agreement of the parties in writing, the hearing procedure, the hearing decision, and enforcement of the decision shall be governed by the California statutes relating to arbitration agreements and awards, Code of Civil Procedure, sections 1280 et seq.

11. HEARING DECISION.

- (a) The hearing officer or panel may render a decision without proceeding with the hearing if the hearing officer or panel determines that the issue presented by the grievance has been previously decided in another proceeding.
- (b) Except as provided in paragraph (a) above, the hearing officer or panel shall render a decision based solely on the facts presented at the hearing, or by a statement of facts agreed to by the parties.
- (c) The hearing decision shall be written, shall state the reasons for the decision, and shall be sent to the parties within a reasonable time after the hearing.

12. EFFECT OF DECISION. Except as provided below, the decision of the hearing officer or panel shall be binding on the Housing Authority, which shall take all actions, or refrain from any actions, necessary to carry out the decision.

13. REVIEW OF GOVERNING BODY. The hearing decision shall not be binding on the Housing Authority if the appropriate city or county governing body of the Housing Authority, within a reasonable time after notification of the hearing decision, determines either:

- (a) that the grievance does not concern Housing Authority action or failure to act in accordance with the tenant's lease or Housing Authority policies which adversely affects the tenant's rights, duties, welfare, or status; or
- (b) that the hearing decision is contrary to applicable Federal, State, or local law, HUD regulations, or requirements of the annual contributions contract between HUD and the Housing Authority.

14. EVICTION ACTIONS. If the grievance involves a Housing Authority notice of termination of tenancy, and if the tenant has requested a hearing within the time limits specified above, then the Housing Authority shall not file an unlawful detainer action in the Court until:

- (a) the hearing officer or panel has upheld the Housing Authority's action to terminate the tenancy; and
- (b) the hearing decision has been sent to the tenant; and
- (c) the Housing Authority has sent to the tenant a written notice to vacate the premises, following the hearing decision.

15. NOTICE TO VACATE. The notice to vacate the premises shall specify that if the tenant fails to quit the premises within thirty (30) days, the Housing Authority will file an unlawful detainer action against the tenant in court, and the tenant may be required to pay court costs.

16. FILE OF DECISIONS. The Housing Authority shall keep a copy of the hearing decision in the tenant's file. The Housing Authority shall also keep a copy of the hearing decision, with names and identifying references deleted, on file for inspection by any prospective complaining tenant, his or her representative or a hearing officer or panel.

17. IRREGULARITIES; AGREEMENTS.

- (a) If either the Housing Authority or the tenant has failed to proceed in accordance with this grievance procedure, the other party may waive such an irregularity in procedure for good cause shown.
- (b) The parties may agree in writing to follow a different procedure in the resolution of a grievance.

18. TENANT'S RIGHT TO TRIAL DE NOVO AND JUDICIAL REVIEW.

Nothing contained in this grievance procedure shall constitute a waiver of the tenant's right to a trial de novo or judicial review in any court action.

19. INAPPLICABILITY OF PROCEDURE. This grievance procedure shall not apply to:

- (a) an eviction or termination of tenancy based upon a tenant's creation or maintenance of a threat to the health or safety of other tenants or Housing Authority employees;
- (b) class complaints; or
- (c) requests for changes in Housing Authority policies.