

RESOLUTION NO. 83-009

ADOPTED BY THE HOUSING AUTHORITY OF THE CITY OF SACRAMENTO

ON DATE OF

February 15, 1983

RESOLUTION ADOPTING REVISED GRIEVANCE PROCEDURE

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

Section 1. The attached revised Grievance Procedure is hereby approved and adopted.

Section 2. The Executive Director is authorized to submit the revised Grievance Procedure to the Department of Housing and Urban Development for review and approval.

Section 3. Upon approval of the Department of Housing and Urban Development, the Executive Director is authorized to implement the revised Grievance Procedure.


CHAIRMAN

ATTEST:

William H. Flynn
SECRETARY

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GRIEVANCE PROCEDUREHOUSING AUTHORITY OF THE CITY OF SACRAMENTO
HOUSING AUTHORITY OF THE COUNTY OF SACRAMENTO1. APPLICABILITY

All grievances of tenants of the Housing Authorities (hereinafter "Authority") shall be resolved in accordance with the following procedure, except that this procedure shall have no application to any 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.

2. GRIEVANCE DEFINED

A grievance is any dispute which an individual tenant may have with respect to Housing Authority action, or failure to act, in accordance with the lease or Housing Authority regulations which adversely affect the individual tenant's rights, duties, welfare or status.

3. PRESENTATION OF GRIEVANCE

The tenant shall personally present a grievance in writing to the Area Housing Office within seven (7) days of the occurrence of the action or failure to act, upon which the grievance is based. All grievances must be written in English. Before any further action, the Manager of the area will attempt to discuss the matter with the tenant and to resolve the grievance without a hearing. If nothing is received from the resident within the seven (7) day period, the resident waives his right to a hearing. The filing of a grievance by the tenant shall not act to extend the period within which the tenant must pay any rent then due.

4. SUMMARY OF DISCUSSION

If the Authority and the tenant are unable to settle the grievance informally, the Authority shall send to the tenant a written summary of the discussion, if any, within seven (7) days from the date of presentation of a grievance. The summary shall include:

- (a) The 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.

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5. REQUEST FOR HEARING

If the tenant is not satisfied with the Authority's proposed disposition of the grievance contained in the summary, the tenant may submit a written request for a hearing to the Authority's central office or to the tenant's area housing office. The tenant shall submit the request within three (3) days after receipt of the summary. The request shall specify:

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

6. ESCROW DEPOSIT

Before a hearing is scheduled, in any grievance involving rent which the Authority claims is due, the tenant shall pay to the Authority an amount equal to the amount of 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 tenant shall thereafter pay the same amount of the monthly rent to the Authority for deposit in an escrow account monthly until the complaint is resolved by decision of the hearing panel. The failure to make such payments shall result in the immediate termination of this grievance procedure and the Authority shall be free to pursue its judicial remedies without further delay; provided, that failure to make payment shall not constitute a waiver of any right the tenant may have to contest the Authority's disposition of his grievance in any appropriate judicial proceeding.

7. HEARING PANEL

Grievances shall be heard by the Grievance and Appeals Committee of the Sacramento Housing and Redevelopment Commission as the hearing panel.

8. SCHEDULING OF HEARING

The hearing panel shall promptly schedule a hearing for a reasonably convenient time and place and shall notify the parties in writing of the time, place and the procedures governing the hearing.

9. DUE PROCESS HEARING RIGHTS

At and before the hearing, the tenant shall be entitled to:

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- (a) Examine before the hearing and, at the tenant's expense, copy all documents, regulations and records of the Authority relevant to the hearing. The 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 representative;
- (c) Request a private or public hearing;
- (d) Present evidence and arguments in support of the grievance, controvert evidence relied on by the Authority, and confront and cross examine all witnesses on whose testimony or information the Authority relies;
- (e) A decision based solely and exclusively upon the facts presented at the hearing.

10. NON-APPEARANCE

If either party fails to appear at a scheduled hearing, the hearing 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.

11. DECISION OF THE HEARING PANEL

The hearing panel may render a decision without proceeding with the hearing if the hearing panel determines that the issue has been previously decided in another proceeding. If either party fails to appear at a scheduled hearing, the hearing panel may make a determination to postpone the hearing for not to exceed five (5) business days or may make a determination that the party has waived his right to a hearing. Both parties shall be notified of the determination by the hearing panel, provided that a determination that the tenant has waived his right to a hearing shall not constitute a waiver of any right the tenant may have to contest the Authority's disposition of the grievance in an appropriate judicial proceeding.

12. CONDUCT OF THE HEARING

At the hearing, the tenant must first make a showing of an entitlement to the relief sought and thereafter the Authority must sustain the burden of justifying the Authority's action or failure to act against which the grievance is directed.

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The hearing shall be conducted informally by the hearing panel and oral or documentary evidence pertinent to the facts and issues raised by the grievance may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The hearing panel shall require the Authority, the tenant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing panel to obtain 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.

13. TRANSCRIPT

Either party 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 hearing panel shall prepare a written decision, together with the reasons therefor, within a reasonable time after the hearing.

14. EFFECT OF DECISION

Except as provided below, the decision of the hearing panel shall be binding on the Authority, which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the appropriate City or County governing body of the Authority determines, within a reasonable time and promptly notifies the tenant of its determination:

- (a) that the grievance does not concern Authority action or failure to act in accordance with the tenant's lease or Authority regulations 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 Authority.

15. EVICTION ACTIONS

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

- (a) The hearing panel has upheld the Authority's action to terminate the tenancy; and
- (b) The hearing decision has been sent to the tenant; and

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(c) The Authority has served upon the tenant by first class mail a written notice to vacate the premises, following the hearing decision.

16. NOTICE TO VACATE

The notice to vacate the premises shall specify that if the tenant fails to quit the premises within three (3) days, the Authority will file an unlawful detainer action against the tenant in court and the tenant may be required to pay court costs.

17. FILE OF DECISIONS

The Authority shall keep a copy of the hearing decision in the tenant's file. The 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 representative or a hearing panel.

18. IRREGULARITIES

If either party has failed to proceed in accordance with this grievance procedure, the other party may waive such an irregularity in procedure for good cause shown.

19. AGREEMENTS

The parties may agree in writing to follow a different procedure in the resolution of a grievance.

20. 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.

21. 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 or other tenants or Authority employees;
- (b) Class complaints; or
- (c) Requests for changes in Authority policies.