

Oxford Housing Grievance Procedure/Policy

Initiation of a Grievance

A grievance relating to lease termination shall be initiated by the tenant in writing and shall be delivered or mailed to the main office within seven (7) days after a notice of lease termination has been given.

A grievance regarding whether cause exists for terminating participation in the State Aided Public Housing shall be initiated by a program participant, in writing, and shall be postmarked or delivered to the Oxford Housing Authority, 23 Wheelock Street, Oxford, MA within seven (7) days after a notice of program termination has been given to the tenant by the OHA.

A grievance regarding some other matter(s) shall be initiated in writing by the grievant within 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. It is at the discretion of the housing authority to permit a grievance to be initiated late due to a good cause reason.

The Oxford Housing Authority shall permit additional time for initiation of a grievance if the OHA shall find that there was a good reason for late initiation and that the late initiation would not cause prejudice to the OHA. The OHA shall have available forms on which a grievance may be initiated.

Informal Hearing

Promptly after the initiation of a grievance, unless otherwise provided, the Oxford Housing Authority shall give the grievant an opportunity to discuss the grievance informally in an effort to resolve the grievance without the necessity of a grievance hearing. If the matter is not resolved at the informal settlement conference, this shall not limit the right to a grievance hearing. The OHA shall give reasonable notice to the grievant 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 housing authority. If the grievance is resolved at the informal hearing, no grievance hearing will be held. If it is not resolved at this level, a grievance hearing will be held. Failure to attend an informal settlement conference shall not affect a grievant's right to a grievance hearing.

Hearing Date and Notice

The Oxford Housing Authority shall give reasonable advanced written notice of the time and place of the hearing to the grievant and to his or her representative (if any). The hearing officer may reschedule the hearing by agreement if the grievant can show that it is reasonably necessary.

Prior to a grievance hearing the Oxford Housing Authority shall give the grievant (or representative) a reasonable opportunity to examine Oxford Housing Authority documents which are directly relevant to the grievance. Following a timely request, the OHA shall provide copies of such documents to grievant and for good cause (including financial hardship), and may waive the charge for the copies.

Persons Entitled to be Present

The 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 hearing officers order otherwise. The OHA and 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 officers. The OHA and the grievant may be represented by a lawyer or by a non-lawyer at his/her own expense. If the grievant misbehaves at the hearing, the hearing panel may take appropriate measures to deal with the misbehavior, including dismissing the grievance.

Grievant Procedures

The hearing panel shall conduct the hearing in a fair and timely manner without undue delay. Procedures shall be in an informal manner.

The issue must be defined by the Hearing Officer.

Relevant information will be received through witnesses and written material.

Procedure at the hearing will be informal, and formal rules of evidence shall not apply. Both the grievant and the OHA shall be entitled to question each other's witnesses.

The hearing shall be tape recorded.

Written Decision

Written decision will be provided by the hearing panel or officer to Oxford Housing Authority within fourteen (14) days following the hearing or as soon thereafter as reasonably possible. The hearing panel shall provide the OHA with a written decision on the grievance including the decision describing the factual situation and ordering whatever relief if any, that shall be appropriate under the applicable laws, regulations, rules and or policies. The OHA shall forthwith mail or otherwise deliver a copy of the decision to the grievant and to his or her representative. A copy of the decision (with the names and identifying information deleted) shall thereafter be maintained at the OHA and shall be open to public inspection.

Review by the OHA Board

In cases where the decision concerns whether good cause exists for terminating a lease, there shall be no review by the OHA Board. In other cases, in the event that the grievant or the OHA believes that (a) the decision of the hearing or the hearing officer is not supported by the facts; (b) the decision does not correctly apply applicable laws, regulations, rules, and/or policies; or (c) the subject matter does not qualify as a grievance, within fourteen (14) days of mailing or other delivery of the decision, the grievant or the OHA may request review of the decision by the OHA's Board. The board shall promptly decide whether to uphold, set aside or modify the decision. After permitting the OHA and grievant to make presentations and submit documentation, the board may also permit the hearing officers 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.

Review by the Department of Housing and Community Development

In the event that the OHA's Board shall make a material change in a decision of the hearing panel or hearing officer, upon written request of the grievant (made within 14 days of mailing or other delivery of the decision), DHCD shall review the decision of the Board 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 the OHA 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 OHA and any person who was not a grievant, the decision on a grievance shall have no binding effect.

Three Member Panel

This grievance procedure adopted by the OHA requires a hearing and determination of a matter subject to the procedure by a three-member hearing panel except as otherwise provided herein. Under this procedure, one member (and an alternate to serve in the unavailability for a hearing) shall be chosen by the OHA and one member (with an alternate) to be chosen by Local Tenant's Association. The third (and such an alternate member) shall be chosen by agreement of the other two members. The third cannot be a member of the board or an officer of the Local Tenant's Association. Whenever a member (including an alternate) is chosen, notice of the choice shall be given to the member and shall specify the term, not to exceed seven years, for which the member so

chosen shall serve. A copy of the notice shall be given to the OHA if the Local Tenant's Association made the choice or to the Local Tenant's Association if the housing authority made the choice. Each member shall mail or deliver his/her written acceptance to the OHA after being chosen. Each member shall certify that they are ready, willing and able to serve. If a prospective panel member or alternate member fails to certify within ten (10) days of receipt of a written request by the OHA, the member's position shall be rendered vacant.

Impartiality of Members

No member of a hearing panel to determine a particular matter shall have or shall appear to have any direct personal or financial interest in the outcome. No member of a hearing panel shall be related by blood or marriage to any party or to any person who is the source of evidence as to the facts that are being disputed by the parties. No member may determine matters which directly concern his or her own housing or of a family member(s) that reside in housing as well.

Each member shall determine any matter or issue impartially and objectively. Any panel member, who shall be or shall appear to be unable to determine any particular matter impartially or objectively on the basis of the evidence and applicable law, shall remove him/herself as a member of the panel hearing the particular matter, or if he/she fails to do so, will be removed by the Presiding Member upon written objection by the Oxford Housing Authority, Local Tenant's Association, or the person requesting the hearing.

Removal of a Member

A member (including an alternate member) may be permanently removed as a member at any time for inefficiency, neglect of duty, willful and material delay of proceedings, bias, or partiality. The Oxford Housing Authority may remove a member which the OHA appointed and the Local Tenant's Association may remove the member which the LTA appointed, after notice to the member and the opportunity for him/her to be heard. The OHA and LTA may jointly remove the member (or alternate) appointed by agreement of their appointees, after such notice and opportunity to be heard. If an agreement is not reached, DHCD may remove that member for cause upon written request by either the Oxford Housing Authority or Local Tenant's Association. The written request to DHCD shall contain a detailed specification of charges. DHCD's decision whether to remove a member or not shall be in writing mailed to the member, the Oxford Housing Authority, and the affected Local Tenant's Association. Prior to removing a member for cause, DHCD shall give the member, the OHA and the affected Local Tenant's Association the opportunity to be heard.

Designation of a Presiding Member

After appointments to the Grievance Panel are made, a majority of the members (including alternate members) shall designate, in writing, one member to be the Presiding Member, who shall preside at grievance hearings or shall designate some other member to do so if he/she is absent. A majority of members may designate a different Presiding Member at any time. Written notice of the designation shall be given to the Oxford Housing Authority and Local Tenant's Association.

Scheduling

The OHA shall be responsible for scheduling and other administrative matters, including all necessary notices. The housing authority shall consult panel members and insofar as reasonably possible shall schedule hearings at times convenient for him or her or for his or her alternate.

Quorum

Reasonable efforts will be made to have a three-member panel to hear and decide each grievance. If a panel member, without adequate notice to the Oxford Housing Authority fails to appear on a scheduled hearing date, or if a panel member and his alternate are both not available at any time reasonably convenient for the other panel members, two members shall constitute a quorum and may render a decision. If a panel member removes him/herself after hearing the grievance, the remaining two members may render a decision on the grievance.

Right to a Hearing

The OHA hearing panel shall conduct hearings on grievances filed by a public housing tenant(s), a program participant(s), or a data subject concerning a grievable matter, provided that no grievance hearing regarding whether good cause exists for terminating a lease shall be requested or held under any of the circumstances specified in MGLc.121B &32, including the following circumstances:

1. In the event of non-payment of rent;
2. In the event the OHA has reason to believe that tenant or household member has:
 - (a) unlawfully caused serious physical harm to another tenant or employee of the housing Authority or any other person unlawfully on the OHA property.
 - (b) unlawfully threatened to cause serious physical harm to any member of a tenant's household or an OHA employee or any person on the property.
 - (c) unlawfully destroyed, vandalized or stolen property of any member of a tenant household or of the housing authority or of any person unlawfully on the property, if such conduct involved a serious threat to the health or safety of any such person.
 - (d) unlawfully possessed, carried or kept a weapon on or adjacent to the OHA's property in violation of MGLc.269 –10.

- (e) unlawfully possessed or used explosive or incendiary device(s) on or adjacent to the housing authority property or has otherwise violated MGLc266-101,102,102A or 102B.
 - (f) unlawfully possessed, sold or possessed with intent to distribute a class A, B, or C controlled substance on or adjacent to the housing authority property.
 - (g) engaged in other criminal conduct which has seriously threatened or endangered the health or safety of any member of a tenant household, housing authority employee or any person lawfully on the housing authority's property or has engaged in behavior which would be cause for violating the lease pursuant to provisions MGLc139&19.
3. In the event the housing authority has reason to believe that a guest of a tenant or a guest of a household member has engaged in any of the behavior listed in subparagraph 2 (a) and that the tenant knew beforehand or should have known beforehand that there was a reasonable possibility that the guest would engage in misconduct.
 4. A grievance hearing to determine whether good cause exists for terminating a lease shall be scheduled within fourteen (14) days of receipt of the date-stamped grievance request/paperwork or as soon as reasonably convenient.