

GRIEVANCE PROCEDURE OF
THE HOUSING AUTHORITY OF THE CITY OF
WEST PLAINS, MISSOURI

I. PURPOSE AND SCOPE

To set forth the requirements, standards, and criteria to assure that a Tenant is afforded an opportunity for a hearing if the tenant disputes within a reasonable time any Housing Authority action taken or failure to act involving the resident's lease with the Housing Authority or Housing Authority regulations which adversely affect the individual tenant's rights, duties, welfare, or status.

This grievance procedure is incorporated into the lease by reference thereto, and is, therefore, binding upon both the Tenant and the Housing Authority.

The Housing Authority shall provide at least thirty (30) days notice to tenants and resident organizations setting forth proposed changes in the Housing Authority grievance procedure, and provide an opportunity to present written comments. Comments shall be considered by the Housing Authority before adoption of any grievance procedure changes by the Housing Authority.

The Housing Authority shall furnish a copy of the grievance procedure to each tenant and to resident organizations.

II. APPLICABILITY

The West Plains Housing Authority, Missouri, hereafter referred to as WPHA, grievance procedure shall be applicable to all individual grievances between the tenant and WPHA, as defined herein.

It is **not** applicable to:

- a. Disputes between tenants not involving the WPHA
- b. Class grievances
- c. Desires of tenants to initiate or negotiate policy changes between a group or groups of tenants and the Board of Commissioners of the WPHA
- d. Any grievance concerning an eviction or termination of tenancy based upon:
 - i. Any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants or employees of the WPHA
 - ii. Any drug-related criminal activity, on or off WPHA property

III. DEFINITIONS

- a. **"Grievance"** shall mean any dispute which a tenant may have with respect to WPHA action or failure to act in accordance with the individual tenant's lease, or WPHA regulations which adversely affect tenant's rights, welfare, or status.
- b. **"Complainant"** shall mean any tenant whose grievance is presented to the WPHA in accordance with this procedure.

VII. FAILURE TO REQUEST A HEARING

If the complainant does not request a hearing in accordance with the procedures contained herein, the disposition made of the grievance by the WPHA is final; except, that failure to request a hearing does not constitute a waiver by the complainant of the right to contest such action in an appropriate judicial proceeding.

VIII. HEARING PREREQUISITE

All grievances shall be personally presented either orally or in writing pursuant to the informal procedure described in Section IV above; except, that if complainant shows good cause for failure to comply with said Section IV, the provisions of this section may be waived by the hearing officer.

IX. ESCROW DEPOSIT

Before a hearing is scheduled in any grievance involving the amount of rent as defined in the lease which the WPHA claims is due, the complainant shall pay to the management office an amount equal to the amount of rent claimed due and payable as of the first of the month preceding the month in which the act or failure to act took place. Complainant thereafter shall deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the hearing officer.

Provision for payment of rent, as above, may be waived by the Housing Authority in extenuating circumstances. Unless so waived, failure to make such payments shall result in termination of procedures; except, that such failure and termination of procedures shall not constitute a waiver of any right of the complainant to contest the WPHA's disposition of the grievance in any appropriate judicial proceeding.

X. SCHEDULING OF HEARING

Upon complainant's compliance with the grievance procedure in entirety, or upon formal waiver by the WPHA of any of the requirements hereof, which as stated herein may be waived, a hearing shall be scheduled by the hearing officer for a time and place reasonably convenient to both the complainant and the WPHA.

A written notification specifying the time, place, and the proceedings governing the hearing shall be delivered by first class mail or the appropriate WPHA official.

XI. EXCLUSIONS FROM GRIEVANCE PROCEDURE

The WPHA **does** exclude from this grievance procedure any grievance concerning a termination of tenancy or eviction that involves:

- a. Any activity that threatens the health, safety, or right to peaceful enjoyment of the WPHA's public housing premises by other residents or employees of the WPHA, or;
- b. Any drug-related criminal activity on or off such premises.

XIII. DECISION OF THE HEARING OFFICER

The hearing officer shall prepare a written decision, together with the reasons therefore, within ten (10) days after the hearing. A copy of the decision shall be sent to the complainant and the WPHA. The WPHA shall retain a copy of the decision in the tenant's folder. A copy of such decision, with all names and identifying references deleted, shall be maintained on file by the WPHA and made available for inspection by a prospective complainant, his/her representative, or hearing officer.

The decision of the hearing officer shall be binding on the WPHA, which shall take all actions (or refrain from any actions) necessary to carry out the decision unless the WPHA Board of Commissioners determines within a reasonable time, and promptly notifies the complainant of its determination, that:

- a. The grievance does not concern WPHA action or failure to act in accordance with or involving the complainant's lease or WPHA regulations, which adversely affect the complainant's rights, duties, welfare, or status; or
- b. The decision of the hearing officer is contrary to applicable federal, state, or local law; HUD regulations; or requirements of the Annual Contribution Contract between HUD and the WPHA.

A decision of the hearing officer of Board of Commissioners in favor of the Housing Authority of which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of, nor affect in any manner whatever, any rights the complainant may have to a trial de novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

XIV. EVICTON ACTIONS UPON DECISION OF HEARING OFFICER

If a tenant has requested a hearing in accordance with this policy, on a complaint involving a WPHA Notice of Termination of the tenancy and the hearing officer upholds the WPHA's action to terminate the tenancy, the WPHA shall not commence an eviction action in a state or local court until it has served a notice to vacate on the resident. In no event shall the notice to vacate be issued prior to the decision of the hearing officer being mailed or delivered to the complainant.

Such notice to vacate must be in writing and specify that if the tenant fails to quit the premises within the applicable statutory period or on the termination date stated in the Notice of Termination, whichever is later, appropriate action will be brought against the resident and he/she may be required to pay court costs and attorney fees.

XV. ACTIONS NOT A WAIVER OF RIGHT TO APPROPRIATE JUDICIAL PROCEEDINGS

Any action or failure to act by the complainant in any part of this policy shall not constitute a waiver by the complainant of his/her right thereafter to contest the WPHA's actions in disposing of the complaint in an appropriate judicial proceeding.

XVI. AMENDMENTS

Any amendments that need to be made to these procedures shall only be made after a 30 day comment period is allowed for residents, and then only after the WPHA has considered the comments received.