

GRIEVANCE PROCEDURE

FOR THE

HOUSING AUTHORITY OF THE CITY

OF NEW BERN

1. PURPOSE AND SCOPE

The purpose and scope of the Grievance Procedure contained herein is to assure, within the guidelines established herein, that each Head of Household (hereafter referred to as “Resident”) with whom the Housing Authority (hereafter referred to as “Management”) has entered into a Dwelling Lease agreement is afforded an opportunity for a hearing on a dispute the Resident may have with any Management action or failure to act involving the Resident’s lease, or management’s regulations which adversely affect the Resident’s rights, duties, welfare, or status. The Grievance Procedure, however, is not intended as a forum for initiating or negotiating policy changes between a Resident or group of Residents and Management and/or Management’s Board of Commissioners.

2. APPLICABILITY

- a. The rights under this Grievance Procedure are applicable to all individual grievances as defined herein between a Resident and Management; provided, the Grievance Procedure shall not apply to any grievance concerning an eviction or termination of tenancy based upon a Resident’s creation or maintenance of a threat to the health or safety of other residents or Management’s employees.
- b. The Grievance Procedure is not applicable to disputes between residents not involving Management or to class grievances.

3. DEFINITIONS

For the purpose of this Grievance Procedure, the following definitions are applicable:

- a. “Grievance” shall mean any dispute which a Resident may have with respect to Management’s action or failure to act in accordance with the individual Resident’s lease or Management’s regulations which adversely affect the individual Resident’s rights, duties, welfare, or status.
- b. “Complainant” shall mean any Resident whose grievance is presented to Management in accordance with the procedures set out herein.
- c. “Element of Due Process” shall mean an eviction action or a termination of tenancy in a state court in which the following procedural safeguards are required:
 - (1) Adequate notice to Resident of the grounds for terminating the tenancy or for eviction;
 - (2) Opportunity for the Resident to examine all relevant documents, records and regulations of Management prior to the trial for the purpose of preparing a defense;
 - (3) The right of the Resident to be represented by counsel;
 - (4) Opportunity for the Resident to refute the evidence presented by Management including the right to confront and cross examine witnesses and

to present any affirmative legal or equitable defense which the Resident may have; and,

(5) A decision on the merits.

d. “Resident” shall mean any lessee or remaining Head of Household of any Resident family residing in housing accommodations of Management.

4. INFORMAL SETTLEMENT OF GRIEVANCE

a. All applicable grievances shall be personally presented in writing to Management. The written request for an informal hearing may be delivered to either Complex Office for further delivery to the Management’s Informal Hearing Officer.

b. The grievance must be filed in either Complex Office by the Complainant or his representative within a reasonable time, not to exceed five (5) days of Management’s action or failure to act, whichever is the basis for the grievance.

c. Each grievance must specify the grounds upon which the grievance is based and the action requested by Complainant.

d. A copy of the written grievance should be retained by the Complainant and the original copy shall be filed with Management.

e. All written grievances will be date-stamped at the time of receipt by Management.

f. Management’s Informal Hearing Officer will make arrangements with the Resident to arrange for a reasonable and convenient time for each to meet and discuss the grievance. Failure of the Resident to agree to any time for a hearing shall result in a termination of the Grievance Procedure

g. Resident has the right to present evidence and arguments in support of his complaint, and to controvert evidence relied on by Management.

h. The Informal Hearing Officer will make a decision based solely and exclusively upon the facts presented at the hearing.

i. Following the informal hearing, a summary of such discussion shall be prepared within a reasonable time, not to exceed five (5) working days. The original copy of the summary shall be delivered to the Resident and a copy of the same retained in Management’s Resident file. The summary shall specify, inter alia:

a. Names of participants;

b. Date and time of meeting;

c. The nature of Management’s proposed disposition of the grievance;

d. The specific reason(s) therefore; and,

e. Specify the procedure by which a Resident may appeal Management’s disposition if the Complainant is not satisfied with the proposed disposition.

5. FORMAL SETTLEMENT OF GRIEVANCE. Complainant may, if dissatisfied with the results of the informal hearing, take legal action through the State judicial system. A decision by the Informal Hearing Officer in favor of Management or which denied the relief requested by the Complainant in whole or in part shall not constitute a waiver of, nor affect in any manner whatever, any right the Complainant may have to a trial de novo or judicial review in any judicial proceedings, which may thereafter be brought into the matter.

In cases involving the termination of the tenancy, Management may pursue the eviction of a Resident through the State judicial system, provided the Informal Hearing Officer upheld Management’s eviction and the Resident failed to satisfy the prescribed remedy set forth by the Informal Hearing Officer, or the Resident failed to vacate the premises by the date stipulated in the notice of eviction.