

HOUSING RESOURCES BOARD GRIEVANCE POLICY AND PROCEDURE

This Policy was approved by the Board of Directors of The Housing Resources Board at its regular monthly meeting on January 8, 2013, and revised at the meeting of September 2, 2014.

Section I. PURPOSE

The purpose of this policy is to establish procedures by which the Housing Resources Board (HRB) will provide residents of HRB properties an opportunity to seek review of action or inaction by HRB that a resident believes adversely affects them.

Section II. DEFINITIONS

1. GRIEVANCE. A grievance is any applicable dispute, as set forth in section III below, between the complainant and HRB with respect to HRB action or failure to act in accordance with the individual Complainant's lease or ground lease or HRB policies or procedures that adversely affects the individual Complainant's right, duties, welfare or status.
2. COMPLAINANT. Any Tenant or Owner (as defined below) whose Grievance is presented to HRB in accordance with requirements of this policy and procedure.
3. TENANT. The adult person who resides in a dwelling unit owned or operated by HRB who executed a lease with HRB as lessee of the dwelling unit.
4. OWNER. The adult person who owns and resides in a dwelling unit situated on land owned by HRB who executed a ground lease with HRB as ground lessee of the land.

Section III. APPLICABILITY

1. This policy applies to HRB's action, or the failure to act, regarding housing project operations that adversely affects Tenants or Owners of HRB properties.
2. This policy does not apply to the following situations:
 - a. Rent changes authorized by the HRB Board of Directors;
 - b. Changes required by HRB in occupancy rules or other operational or management practices in which proper notice and opportunity have been given according to law and the provisions of the lease or ground lease;
 - c. Lease or ground lease violations by the Tenant or Owner that would result in the termination of tenancy and eviction;
 - d. Disputes between residents not involving HRB;
 - e. An eviction for criminal activity, including drug-related activity, on or near the premises;

- f. Complaints related to policies or regulations contained in Homeowner or Condominium Association Covenants, Conditions and Restrictions (CC&Rs) which case the complaint is dealt with as provided in the CC&Rs;
 - g. Class grievances against HRB;
 - h. Efforts to change management policies established by the HRB Board of Directors.
 - i. *Applicants for HRB rental housing or home ownership, for which a separate grievance procedure is provided.*
3. Examples of applicable grievances would include, but are not limited to:
- a. HRB fails to maintain properties in safe and sanitary condition.
 - b. HRB interprets a policy adversely for a resident and resident questions the interpretation.
 - c. HRB fails to uphold a lease provision or occupancy rule.
 - d. HRB fails to adequately inform residents of changes in the lease, rules or rent.

Section IV. WHEN AND HOW TO PRESENT A GRIEVANCE

1. Grievances must be presented in writing, signed by the Complainant, and presented to HRB office at 250 Madrona Way NE, Suite 110-B, Bainbridge Island WA 98110.
2. The written grievance shall describe the action or failure to act by HRB that gives rise to the grievance, the nature and extent of the adverse impact on the Complainant resulting therefrom, and the corrective action or relief sought by the Complainant.
3. The grievance must be presented within 14 days of the date of the action or awareness of the failure to act of HRB that gives rise to the grievance. HRB may extend the deadline for filing a grievance if HRB determines that extenuating circumstances justify an extension.

Section V. INFORMAL REVIEW AND SETTLEMENT MEETING

1. Upon receipt of a grievance HRB staff will review the grievance, will consider solutions, contact the complainant and shall attempt to resolve the complaint or dispute by settlement in a mutually acceptable way.
2. Should a resolution not be reached, HRB staff will offer and arrange to meet informally with the complainant at a mutually convenient time to discuss the grievance, and shall attempt to resolve the complaint or dispute by settlement in a mutually acceptable way.
3. The Executive Director of HRB will, if appropriate or if requested by the complainant, attend the informal settlement meeting with the complainant or shall otherwise participate in seeking an agreeable solution.

4. A written response to each grievance will be provided by the appropriate HRB staff member or Executive Director to the complainant within a reasonably prompt time after receipt of the grievance or promptly after the subsequent informal settlement meeting with the complainant, but no longer than 14 days from receipt of the grievance or settlement hearing.
5. The written response shall report on the resolution or disposition reached and include:
 - a. the date of the informal settlement meeting, if any;
 - b. the people who attended the informal settlement meeting, or resolved the issue;
 - c. the facts discussed;
 - d. the resolution agreed to at the informal settlement meeting, if agreement was reached; or
 - e. the proposed disposition of the grievance by HRB if no agreement was reached;
 - f. a notice that, if dissatisfied, the Complainant may seek a formal hearing.
6. If the Complainant does not participate in the informal settlement meeting process, the Complainant will be deemed to have waived the right to seek a formal hearing as set forth below.
7. If the Complainant does not request a formal hearing within 14 days of the mailing of the written response reporting on the informal settlement meeting, the disposition of the grievance set forth in the response reporting on the informal settlement meeting shall become final.

Section VI. FORMAL HEARING

1. Procedure to initiate formal hearing process
 - a. A Complainant who has participated in the informal settlement meeting process and who has not agreed to the disposition of the grievance set forth in the written response reporting on the informal settlement meeting may request a formal hearing.
 - b. Any request for a formal hearing must be made in writing and delivered to the HRB offices within 14 days of the mailing by HRB of the response reporting on the informal settlement meeting.
 - c. The request for a formal hearing must re-state the grievance, the reasons for it, the reasons why the proposed disposition resulting from the informal settlement meeting process is unsatisfactory, and the action or relief sought.

2. Selection of Hearing Panel

- a. A hearing panel comprised of 2 members of the HRB Board of Directors (one of whom is an HRB resident) and one resident of HRB properties shall be appointed by the Chairperson of the HRB Board of Directors.
- b. No member of the hearing panel will have had any prior involvement in the informal settlement meeting process for the subject grievance nor have been involved in the specific facts that are the subject of the grievance.

3. Payment of Rent

- a. Before a formal hearing is scheduled in any grievance involving the payment of rent which HRB claims is due, the Complainant shall pay to HRB an amount equal to the 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 Complainant shall, thereafter, deposit the same amount of the monthly rent in an escrow account monthly until the grievance is resolved by decision of the hearing panel. The rent deposit will be held until the grievance is resolved by decision of the hearing panel, at which time the deposit shall be applied to Complainant's account with HRB, with any excess returned to complainant.
- b. If a grievance does not involve rent or other charges, payment of rent or charges must be made in the normal manner without regard to the grievance hearing. In all cases, rent must remain current until the decision of the Hearing Panel is made and Complainant shall be obligated to continue paying rent until the premises are vacated.

4. Scheduling hearings

- a. A hearing shall be scheduled by the Hearing Panel as soon as reasonably convenient but not later than 30 days after receipt of the request for hearing and satisfaction of the rent payment requirements above.
- b. The hearing shall take place at a time and place convenient to the Complainant and HRB.
- c. The Complainant, HRB and the members of the hearing panel shall be given written notice of the time, place, and procedures governing the hearing. Any extension to the time limit shall be agreed to in writing by both parties.

5. Hearing Procedures

- a. The Complainant and HRB shall be afforded a fair hearing providing basic safeguards of due process which shall include:
 - i. The opportunity to examine before the hearing, and to obtain copies of all documents and records directly relevant to the grievance hearing.
 - ii. The right to be represented by counsel or any other person designated by the Complainant or HRB.
 - iii. The right to a private hearing.
 - iv. The right to present evidence and argument in support of or in opposition to the grievance, to controvert evidence relied on by the other party, and to confront and cross-examine all witnesses.
 - v. A decision based solely and exclusively upon the facts presented at the hearing.
- b. At the hearing, the Complainant must first make a showing of entitlement to the relief sought. Thereafter, HRB must establish to the reasonable satisfaction of the Hearing Panel that its action or failure to act was justified, reasonably necessary, or appropriate.
- c. All hearings shall be conducted informally by the Hearing Panel, and both oral and documentary evidence relevant to the facts and issues raised by the grievance may be received without regard to whether such evidence would be admissible in a judicial proceeding. Challenges to admissibility of evidence shall be determined solely by the Hearing Panel in its reasonable discretion.
- d. The Complainant, HRB, counsel, and other participants or spectators shall conduct themselves in an orderly manner. Failure to comply with directions of the Hearing Panel may result in exclusion from the proceedings, in a decision adverse to the interests of the disorderly party, or in such other relief as the Hearing Panel shall reasonably determine.
- e. HRB will provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include a qualified sign language interpreter, reader, accessible location, or attendants. Notices to visually impaired tenants will be in accessible format.

Section VII. FAILURE TO APPEAR AT THE HEARING

If the Complainant fails to appear at a scheduled hearing, the Hearing Panel may postpone the hearing for a period not to exceed 5 business days or may determine the Complainant has waived the right to a formal hearing. The Complainant shall be notified of the decision of the Hearing Panel.

Section VIII. DECISION OF THE HEARING PANEL

1. The Hearing Panel shall prepare a written decision, together with the reasons therefore, within a reasonable time after the hearing, but not exceeding 14 days.
2. A copy of the decision of the Hearing Panel shall be sent to the Complainant, to the HRB Executive Director and to the Chairperson of the Board of Directors of HRB.
3. HRB shall retain a copy of the decision in the Complainant's file.
4. A decision of the Hearing Panel shall be binding on the Complainant and on HRB, which shall take all actions, or refrain from any actions necessary to carry out the decision, unless an appeal is taken from the Hearing Panel to the Board of Directors of HRB.

Section IX. REVIEW BY THE BOARD OF DIRECTORS

1. If unable to reach a decision, or if the Hearing Panel recommends a waiver of HRB policy or regulations, the Hearing Panel may decline to make a decision and instead refer the Grievance to the Board of Directors of HRB for decision.
2. HRB staff or the Complainant, if not satisfied with the decision of the Hearing Panel, may request a review of the decision by the Board of Directors of HRB.
3. The Board of Directors of HRB may review the decision of the Hearing Panel at any time if it determines that the decision is contrary to HRB regulations and policies, or to applicable federal, state, or local laws.
4. The Board of Directors will convene within 30 days to review the grievance referred to it by the Hearing Panel, HRB staff, the complainant or the Board itself.
5. The Board of Directors may consider the grievance at one of its regularly scheduled meetings or at a specially called meeting for this purpose but a quorum of the members must be present.
6. The complainant or his/her representative shall explain their grievance claim and justification for the relief they seek. HRB staff will explain and justify their action or inaction. Each party shall have 15 minutes to explain the grievance and/or response. The HRB Board of Directors will rely on the report of the Hearing Panel, if available, in its review.

7. The HRB Board of Directors makes the final decision regarding response to the grievance and shall prepare a written decision, together with the reasons therefore.
8. A copy of the written decision and rationale of the HRB Board of Directors shall be sent to the Complainant and to the HRB Executive Director within 14 days of the Board's hearing of the matter, whereupon implementation of the decision shall occur.
9. A copy of the written decision shall be retained within the official records of the HRB Board of Directors and the file of the complainant.

Section X. JUDICIAL REVIEW

Any decision by the Hearing Panel or of the HRB Board of Directors shall not constitute a waiver of the rights of Complainant or of HRB to seek judicial review in any court with jurisdiction, which right is preserved notwithstanding any participation or failure to participate in these grievance proceedings.

Section XI. AMENDMENT TO GRIEVANCE POLICY AND PROCEDURE

Whenever it is determined that this Grievance Policy and Procedure needs to be changed, HRB shall provide reasonable notice of any proposed changes and an opportunity to submit comments to Owners and Tenants, and any comments received shall be considered by the HRB Board of Directors before adoption of any amendments.

Section XII. SEVERANCE AND SAVINGS CLAUSE

It is HRB's intent to fully comply with all Federal, State and Local laws and regulations applicable to its properties and operations. To the extent, if any, that this Policy and Procedure is inconsistent with or in conflict with any of said requirements, the applicable Federal, State or Local Law shall be deemed controlling.