

**CHICAGO HOUSING AUTHORITY**  
**Resident's Grievance Procedure**

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This grievance procedure is issued in accordance with 24 CFR 966.50 of HUD regulations.

**I. Applicability**

The procedures concerning the rights and obligations of Residents<sup>1</sup> and the CHA with respect to grievances outlined herein and made part of the Lease between the CHA and Residents. The procedures are applicable to all CHA. These procedures shall also apply to Residents temporarily relocating to a Section 8 unit as described in the CHA Leaseholder Housing Choice and Relocation Rights Contract.

**II. Grievance – Definition**

A grievance is any dispute that:

- a) Adversely affects a Resident's rights, duties, welfare or status; and
- b) Results from CHA action or failure to act in accordance with the Lease, CHA Leaseholder Housing Choice and Relocation Rights Contract, or CHA policies and procedures.

Grievance shall include, but is not limited to, disputes involving examination of income to determine rent and eligibility; inspection of the dwelling unit to determine its condition; the imposition of the Lease provisions to protect the CHA's property; the procedures and grounds used to collect rent or evict families for non-payment of rent; the procedures and grounds used to transfer or relocate families within or between housing developments; the assessment of charges for damages; and termination of tenancy because of non-compliance with the terms of the Lease.

This grievance procedure shall not be available to any Resident who has a 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 premises of other Residents or employees of the CHA;
- b) Any violent or drug-related criminal activity on or off such premises; or
- c) Any activity resulting in a felony conviction.

The Secretary of the U.S. Department of Housing and Urban Development (HUD) has made a determination that courts within the state of Illinois provide due process and therefore CHA may terminate a Lease for the above actions without a grievance.

The grievance procedures shall not apply to disputes between Residents or groups of Residents, where CHA is not involved. Nor will grievance procedures be used as a forum by groups of Residents for initiating or negotiating policy changes with CHA or CHA's Board of Commissioners.

Residents covered by the CHA Leaseholder Housing Choice and Relocation Rights Contract who choose a temporary Section 8 voucher shall have the right to use the informal and formal hearing process established by this Grievance Procedure. Only the Informal Hearing I and Formal Hearing shall be available to temporary Section 8 voucher holders. In the event that a household with a temporary Section 8 voucher files a grievance, the informal hearing shall be conducted by the Executive Director of the Section 8

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<sup>1</sup> Resident shall mean the adult person (or persons), other than a live-in aide who: 1) resides in the dwelling unit and who executed the Lease with CHA as "lessee", or if no such person now resides in the unit 2) resides in the unit, and who is the remaining head of household of the tenant family residing in the dwelling unit.

Program (CHAC) or his/her designee. Any subsequent formal hearing shall be heard by a Hearing Officer designated by CHA's General Counsel.

For Residents covered by the CHA Leaseholder Housing Choice and Relocation Rights Contract (Contract), determinations of lease compliance with respect to satisfaction of property specific screening and continued occupancy requirements are subject to the grievance procedures as referenced in Section 11b of the Contract. Hearing Officers for such grievance will be independent parties jointly agreed to by the CAC and CHA.

**III. New Residents**

At the time of leasing, the Property Manager will furnish each new Resident with a copy of the CHA grievance procedures together with exhibits attached thereto, including the Notice of Grievance Rights – GP1. Residents transferring between developments shall not be considered new Residents.

**IV. Reasonable Accommodations**

The CHA shall provide reasonable accommodations for Residents with disabilities to participate in both informal and formal grievance hearings. Reasonable accommodations to persons with disabilities may include that meetings be held in an accessible location, and that all materials are made accessible, including, if necessary, qualified sign language interpreters, readers or attendants. If the Resident is visually impaired, any notice to the Resident required under this procedure will be in an accessible format.

**V. Notice of Adverse Action**

The CHA will notify the Resident in writing of the specific grounds for any proposed adverse action. In cases where the CHA is required to afford the Resident the opportunity for a grievance hearing, the notice of proposed adverse action will inform the Resident of the right to request such hearing.

**VI. Adverse Action and Grievance Procedures**

In the case of a proposed adverse action other than a proposed Lease termination, the CHA shall not take the proposed action until the time for the Resident to request a grievance hearing has expired, and if a hearing was timely requested by the Resident, the grievance process has been completed. When CHA is required to afford the Resident the opportunity for a hearing under these procedures for a grievance concerning the Lease termination, the tenancy shall not terminate (even if any notice to vacate under state or local law has expired) until the time for the Resident to request a grievance hearing has expired, and (if a hearing was timely requested by the Resident) the grievance process has been completed.

**VII. Informal Hearing I**

1. Residents shall file their grievance either orally or in writing with the Management Office. The management office shall provide the Resident with a Resident Receipt for Informal Hearing Request - GP3. Residents shall file their grievance within the following times:

A. Grievances Involving Eviction Action

- (i) within fourteen (14) days of the receipt of the termination notice by the Resident in the case of rent disputes; and
- (ii) within thirty (30) days of the receipt of the termination notice by the Resident for all other eviction cases that are not excluded under Section 15(f) of the Residential Lease Agreement (E.g. repeated violations of the pet policy; violations of any house rules; repeated violations of housekeeping practices).

B. Non-Eviction Grievances:

Residents shall file a request for an informal hearing not later than thirty (30) days from the date the Resident put the Management Office on notice, orally or in writing, of any claim or problem created by the CHA's action or failure to act. The Resident must put the management office on notice of the claim or problem within thirty (30) days from the time the Resident first knew or should have known the problem existed.

- C. On the bottom of every Notice of Termination of Tenancy and at the bottom of notices required by the CHA Leaseholder Housing Choice and Relocation Rights Contract, the Resident shall be notified that he/she has a right to request a grievance either orally or in writing within the applicable number of days from receipt of the Notice.
- D. The Resident shall be given a receipt indicating that a request for an informal hearing was made and the date of the request. Resident Receipt for Informal Hearing Request - GP3. A copy of the receipt shall be placed in the Resident's file.
- E. The Property Manager will hold an informal hearing within five (5) days of receiving a Resident's request for the hearing.
- F. Within three (3) days of the informal hearing, management will send a copy of the disposition of the informal hearing to the Resident. A copy of the disposition of the informal hearing shall also be sent to the Legal Department, and a copy will be placed in the Resident's file.
- G. The Formal Hearing Request Form - GP4 and the Resident Receipt for Informal Hearing – GP3 will be mailed or delivered to the Resident along with a copy of the disposition of the informal hearing. This form shall contain the procedures by which a formal hearing may be obtained. The result of any informal hearing shall be recorded on the Resident's Grievance Hearing Proceedings Form - GP5.

**VIII. Informal Hearing II**

If not satisfied with the results of the informal hearing with the Property Manager (Informal Hearing I), the Resident may request a second informal hearing with the Asset Manager responsible for administration of the Property Manager's contract. This hearing is optional and the Resident shall not be required to complete this hearing before requesting a formal hearing.

The request for an Informal Hearing II with the Asset Manager must be completed by the resident within seven (7) days of receipt of the Informal Hearing I results. All other steps applicable to Informal Hearing I shall apply to the Informal Hearing II with the Asset Manager including Notices, timeframes and disposition of hearing results as described in Section VII above.

**IX. Show Good Cause**

As a condition precedent to a Resident's request for a Formal Hearing, the Resident must have presented an informal hearing either orally or in writing. However, if the Resident can show good cause why he/she failed to proceed with the requirements of section 966.54, then he/she will be allowed to proceed to a Formal Hearing, and the requirements of the above subsection will be waived. (See 24 CFR 966.54)

**X. Formal Hearing**

- 1. Within seven (7) days of receiving a copy of the disposition of the informal hearing, the Resident shall submit a written request for a formal hearing.

2. The Resident may use the Formal Hearing Request Form - GP4 supplied by CHA, to request this hearing. The form shall be mailed or delivered to the CHA Legal Department who will then forward a copy to the Property Manager and the property's legal representative.
3. A Formal Hearing shall be held within 20 days of the receipt of the Formal Hearing Request Form - GP4 by the CHA Legal Department. If the Resident fails to request a hearing, the proposed disposition of the Property Manager (or Asset Manager, if applicable) becomes final. However, failure by the Resident to request a hearing shall not constitute a waiver of the Resident's right to contest CHA's action in disposing of the grievance in court.

**XI. Selection of Hearing Officers**

The CHA will maintain a pool of qualified Hearing Officers. Candidates for Hearing Officer shall be reviewed with the CAC before Hearing Officers are appointed by the CHA. Any comments or recommendations by the CAC shall be considered by the CHA before the appointment. Hearing Officers shall be selected, appointed, and sworn by the Chief Operating Officer based on a recommendation from the General Counsel. Hearing Officer candidates may be selected from within or outside the CHA. The General Counsel shall determine that the Hearing Officer appointees are qualified by education, experience, and training to perform the duties of Hearing Officers. The Hearing Officer appointees shall be fair, unbiased, and follow the law, regulations and circulars of the CHA. The Hearing Officer shall be a person other than a person who made or approved the CHA action under review or a subordinate of such person.

**XII. Hearing Officer and Residents' Grievance Panel**

The CHA may elect to provide the formal hearing before a Hearing Officer or grievance panel at the CHA's sole discretion and option.

If the CHA should decide to have a Grievance Panel, it shall consist of five (5) members including a Hearing Officer appointed per paragraph XI. above. The Hearing Officer shall serve as the Chair of the Grievance Panel. The CHA shall permit the Hearing Officer to choose four (4) persons as panel members, the majority of which must be Residents. The Resident members of the Grievance Panel shall be selected from a pool of volunteers solicited from the general Resident population and approved by the Central Advisory Council. Any Lease-compliant Resident may serve provided that the Resident has no outstanding accounts, pending grievances or court actions and is capable of making a fair decision based solely and exclusively on the facts presented at the hearing. Panel members will be notified in writing of the time and location of the hearing. Panel members will be required to sign an Ethics and Privacy Statement.

**XIII. Witnesses**

All witnesses shall be sworn in by the Hearing Officer. The Hearing Officer, a panel member, and the Resident or Resident's representative may question any witness.

**XIV. Recordings of Hearings**

A video- or audio-taped or written recording shall be made of the grievance hearings. The Hearing Officer shall be responsible for securing a tape recorder or stenographer prior to the hearing. Recordings of hearings shall be retained for six (6) months.

**XV. Procedures Governing Formal Hearings**

- A. The following rules shall be observed in conducting a hearing. The Resident shall be afforded a fair hearing which shall include:
  1. Prior written notification of the time and location and description of the hearing procedures afforded the Resident. Notice shall be mailed to the Resident no later than 15 calendar days before the hearing date;

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**July 1, 2003 – July 30, 2003**

2. The opportunity before the hearing to examine the (Resident's) file and take notes before the hearing, and at the expense of the Resident, to copy all documents, records and regulations of CHA that are relevant to the hearing. Requests for copies of documents, records and CHA regulations shall be submitted in writing by the Resident or by Resident's counsel to the Hearing Officer. CHA shall have no more than five (5) calendar days to produce the documents to the Resident. In the event the Resident or the Resident's counsel requests copies within 5 days of the hearing, copies of documents shall be made available no later than one hour before the hearing is scheduled to begin. The Resident or Resident's counsel shall be responsible for paying the cost of copies at the time the Resident receives the copies from the Property Manager. Any document requested by or on behalf of the Resident in the possession of the CHA, which is not made available after request by the Resident, may not be relied on by CHA at a grievance hearing;
  3. The right to be represented by counsel or other persons chosen as the Resident's representative and to have such person make statements on the Resident's behalf;
  4. The right to a private hearing unless the Resident requests a public hearing;
  5. The right to present evidence and argument in support of the Resident's complaint, to controvert evidence relied on by the CHA or development management, and to confront and cross-examine all witnesses upon whose testimony or information the CHA or development management relies; and;
  6. A decision based solely and exclusively upon the facts presented at the hearing.
- B. The Hearing Officer may render a decision without proceeding with the hearing if the Hearing Officer determines that the issue has been previously decided in another proceeding.
- C. If the Resident fails to appear at the scheduled hearing without notice to CHA, the Hearing Officer may make a determination to postpone the hearing not to exceed five (5) business days or make a determination that the Resident has waived the Resident's right to a grievance hearing; provided, that a determination that the Resident has waived his or her right to a hearing shall not constitute a waiver of any right the Resident may have to contest CHA's disposition of the grievance in an appropriate judicial proceeding.
- D. The hearing shall be conducted informally by the Hearing Officer and oral or documentary evidence pertinent to the facts and issues raised by the Resident may be received without regard to admissibility under rules of evidence applicable to judicial proceedings. The Resident shall have the right to cross-examine witnesses.
- E. The Hearing Officer shall require CHA, the Resident, counsel and other participants to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interest of the disorderly party and granting or denial of the relief sought as appropriate.
- F. At the hearing, the Resident must first make a showing that he/she is entitled to relief, then CHA must sustain the burden of justifying its action or failure to act with respect to the issues underlying the grievance request.
- G. The Resident may arrange, in advance of, or following the hearing, and at the expense of the Resident, a copy of the record of the hearing. Any interested party may purchase a copy of any transcript or record of the hearing at his/her own expense.

**XVI. Grievance Hearing Decision**

- A. The Hearing Officer shall prepare a written summary of the hearing on the Resident's Formal Grievance Hearing Proceedings - GP5. The notification of disposition shall be sent to the Resident grievant and/or his or her representative within five (5) days of the hearing.
  
- B. CHA shall keep a copy of the Hearing Officer's summary, on Resident's Grievance Formal Hearing Proceedings - CHA Form GP5/Rev 0600, with all names and identifying references deleted, and it shall be made available for inspection by a prospective complainant, his/her representative, a hearing panel or hearing officers.
  
- C. The decision of the Hearing Officer or a Grievance Panel shall be binding on CHA which shall take all action, or refrain from any actions necessary to carry out the decision, unless CHA's Board of Commissioners determines, within 15 calendar days, and gives written notice to the Resident-grievant, his/her representative, and to the Hearing Officer and/or Hearing Panel that:
  - (i) The Board of Commissioners believes that the grievance does not concern CHA's action or failure to act in accordance with the Lease or regulations; or
  - (ii) The Board of Commissioners believes that the decision of the hearing Officer is contrary to applicable federal, state or local law, HUD regulations or requirements of the annual contributions contract (ACC) between HUD and CHA.
  
- D. The decision by the Hearing Officer, hearing panel, or Board of Commissioners in favor of CHA, or which denies the relief requested by the Resident-grievant in whole or in part shall be final. However, it shall not constitute a waiver of, or affect any rights the Resident grievant may have to a trial *de novo* in a court of law regarding the same matter brought up in the grievance.

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\_\_\_\_\_  
Account No.

**NOTICE OF RIGHT TO RESIDENT'S GRIEVANCE**

I have been advised of my right to an Informal Hearing with the Property Manager in case of a grievance with respect to CHA action or failure to act in accordance with the Lease or CHA regulations, which may adversely affect my rights, duties, welfare, or status.

I have also been advised that if I am not satisfied with the proposed informal disposition of my grievance, I have a right to an Informal Hearing (Informal Hearing II) with the Asset Management or proceed directly to a Formal Hearing. This is optional only. I have the right to a Formal hearing with a Hearing Officer or, if applicable, a Hearing Panel, under the "Residents' Grievance Procedures".

I will have the right to appear at the Formal Hearing and speak on my own behalf, to bring witnesses and documents as I desire, to cross-examine CHA witnesses and be represented by counsel or other representatives of my choice. I have the right before hearing to examine and copy any CHA documents, records, and/or regulations that are directly relevant to the hearing.

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Resident's Signature)

\_\_\_\_\_  
(Date)

CHA Form-GP2, Rev 0600

**GRIEVANCE PRESENTED**

DATE OF REQUEST: \_\_\_\_\_

RESIDENT'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_ ACCOUNT NO: \_\_\_\_\_

NATURE OF GRIEVANCE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

REQUESTED RELIEF: \_\_\_\_\_

RESIDENT'S SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

CHA MANAGEMENT \_\_\_\_\_

**INFORMAL HEARING**

HEARING DATE: \_\_\_\_\_

TIME: \_\_\_\_\_

LOCATION: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

PARTIES PRESENT: \_\_\_\_\_

DISPOSITION: \_\_\_\_\_

\_\_\_\_\_

REASON FOR DISPOSITION: \_\_\_\_\_

\_\_\_\_\_

DATE \_\_\_\_\_

MANAGER'S SIGNATURE \_\_\_\_\_

TO THE RESIDENT: IF YOU DO NOT AGREE WITH THE DISPOSITION OF YOUR COMPLAINT WHICH RESULTS FROM THE INFORMAL HEARING, YOU HAVE THE RIGHT TO DISCUSS YOUR GRIEVANCE WITH THE ASSET MANAGER FOR YOUR DEVELOPMENT OR PROCEED DIRECTLY TO A FORMAL HEARING WITH A HEARING OFFICER OR IF APPLICABLE, A HEARING PANEL UNDER THE HEARING OFFICER AND RESIDENTS' GRIEVANCE PANEL" SECTION OF CHA GRIEVANCE PROCEDURES. IF YOU DESIRE EITHER THIS HEARING, YOU MUST SIGN AND SUBMIT AND THE ATTACHED INFORMAL REQUEST FORM OR A FORMAL HEARING REQUEST FORM WITHIN 7 DAYS OF TODAY. IF YOU DO NOT SUBMIT THE FORM WITHIN 7 DAYS, YOU WILL WAIVE YOUR RIGHT TO A HEARING AND THE DISPOSITION AND COMPLAINT PROPOSED BY THE MANAGER WILL BECOME FINAL.

CC: HEARING OFFICER



**RESIDENT RECEIPT FOR INFORMAL HEARING REQUEST**

Check one:  Informal Hearing Request I (with Property Manager)  
 Informal Hearing Request II (with Asset Manager)

A request for an Informal Hearing with \_\_\_\_\_  
(Property Manager/Asset Manager)

was made on \_\_\_\_\_ by \_\_\_\_\_  
(Date) (Print Resident's Name)

I \_\_\_\_\_ acknowledge receipt of the  
(Property Manager)

Resident's request for an Informal Hearing.

\_\_\_\_\_  
Signature of Property Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Development Name

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Development Address

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Signature of Resident

\_\_\_\_\_  
Date

**FORMAL HEARING REQUEST FORM**

ACCOUNT #: \_\_\_\_\_

HEARING OFFICER

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

HEARING OFFICER:

I hereby request a Formal Hearing to present the following grievance:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Requested Relief: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ APT. NO.: \_\_\_\_\_

MY TELEPHONE NUMBER DURING THE DAY: \_\_\_\_\_

RESIDENT'S REPRESENTATIVE (IF ANY): \_\_\_\_\_

REPRESENTATIVE'S ADDRESS: \_\_\_\_\_

REPRESENTATIVE'S TELEPHONE NUMBER: \_\_\_\_\_

NAME OF DEVELOPMENT IN WHICH I LIVE: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

CHA Form-GP5, Rev 0600

**RECORD OF RESIDENT'S FORMAL GRIEVANCE HEARING PROCEEDINGS**

RESIDENT: \_\_\_\_\_

PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ APT. #: \_\_\_\_\_

DEVELOPMENT: \_\_\_\_\_

ACCOUNT #: \_\_\_\_\_

HEARING LOCATION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

DATE OF HEARING: \_\_\_\_\_ TIME: \_\_\_\_\_

REASON FOR HEARING: \_\_\_\_\_

\_\_\_\_\_

RESIDENT PRESENT: YES  NO  RESIDENT REPRESENTED BY COUNSEL: YES  NO

NAME: \_\_\_\_\_

ORG.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

CHA WITNESSES: \_\_\_\_\_

\_\_\_\_\_

RESIDENT'S WITNESSES: \_\_\_\_\_

\_\_\_\_\_

DOCUMENTARY EVIDENCE: \_\_\_\_\_

\_\_\_\_\_

FINDINGS: \_\_\_\_\_

\_\_\_\_\_

DISPOSITION: \_\_\_\_\_

\_\_\_\_\_

GRIEVANCE PANEL MEMBERS (IF APPLICABLE): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Hearing Officer