



MARIETTA HOUSING AUTHORITY BRANSON WALK HOUSE RULES and GRIEVANCE PROCEDURES



1. YOUR MANAGEMENT TEAM

Marietta Housing Authority (MHA) is the Managing Agent and Owner for Branson Walk community. As the Managing Agent, it is our responsibility to manage and maintain the community according to federal, state and local government regulations. Under these regulations, Marietta Housing Authority will be responsible for tenant selection, monthly rents, and establishment of sound management and maintenance policies.

2. OFFICE HOURS

Office hours at Branson Walk are 9:00AM to 4:00PM, Monday through Friday. Please use these hours to conduct your business with the management office. You may reach your property manager at 770-419-3219.

We request that you please be considerate of the Maintenance Personnel who must answer your emergency call after hours. Please do not call after hours unless there is an emergency. Listed below are items we consider an emergency:

- a) Fire: Fire department # 911; notify Marietta Housing Authority immediately after calling the fire department;
- b) Flood: Natural flood, broken water pipe (interior or exterior), flooded home;
- c) Criminal activity: Police department # 911; notify Marietta Housing Authority immediately after calling the police department;
- d) Other events that may jeopardize the health or well-being of the resident.

When reporting the emergency, please give your Name, Address, Phone Number and a description of the emergency.

AFTER HOURS
EMERGENCY MAINTENANCE 770-419-3219 Maintenance

3. MAINTENANCE

Normal work order requests are to be conducted during the business day from 9:00AM to 4:00PM, Monday through Friday. We ask that all requests for maintenance be made directly to the management office so that work can be scheduled. Your request for service authorizes us to enter your apartment during normal business hours. MHA do not

make appointments for servicing work orders because of obvious variances in each day. A notice will be provided informing resident that maintenance personnel have been in your home and detailing what work was performed.

A Preventive Maintenance Program is assigned to each apartment. In order to perform preventive maintenance, we must enter your apartment as the tasks are scheduled, utilizing a 3 days in advance notice. A follow-up notice will be provided, informing you that we have completed this maintenance.

Three (3) days advanced written notice of intent to enter each apartment will be provided, as required.

Resident will be billed for repairs resulting from negligence, deliberate destruction or items damaged beyond normal wear and tear. Any defective and/or inoperative conditions that may develop within the apartment are NOT considered justification for refusal to make prompt rental payments.

4. PAYMENT OF RENT

Rent and other charges are due and payable on the first of the month. All rents should be paid at the Property Management Office at the property where the Tenant resides as specified by MHA. If Tenant does not pay the full amount of rent by the end of the 5th day of the month, a Notice of Lease Termination/Notice to Vacate will be issued to the tenant. In addition, a \$5 late charge on the 6th day of the month, and an additional \$1 for each and every day the rent remains unpaid until the end of the month it is due. MHA may not terminate the Lease for failure to pay late charges, but may terminate the Lease for non-payment of rent. If rent is paid by personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and will incur a fee of \$35.00 on the second or any additional time a check is not honored for payment (bounces).

No cash or partial payment of rents will be accepted.

5. RESIDENT ASSOCIATION

Management encourages residents to become a part of the community. Management recognizes the strength of the community is enhanced by the resident's participation. This includes input for establishing recreational programs and social activities. When residents form an organization, there should be an executive committee with whom management can work with in order to meet the needs of all the residents within the community.

6. TENANT COMPLAINT/GRIEVANCE PROCEDURES

If you have a general complaint concerning your apartment or management, please put your complaint in writing and deliver it to your Property Manager for immediate action. Please keep a copy of the complaint for your records.

Grievance Procedures are posted in the management office on the bulletin board and are included in **Addendum A** to these House Rules (attached).

7. TENANT INSURANCE

Tenants are responsible for insuring their personal property placed in the dwelling unit or any other place adjacent thereof, shall be at the Tenant's sole risk. MHA shall not be liable to the Tenant or Tenant's family, guests, licensees for any damage, loss, theft or destruction thereof unless caused by the negligence of the MHA. The Tenant is responsible for obtaining insurance on Tenant-owned furnishings and personal property if desired. Tenant should keep a detailed list of valuables with description, serial number, and any other information separate from other valuable papers.

We strongly recommend that you obtain renters insurance to protect your belongings and provide liability coverage. Neither Marietta Housing Authority, nor the property staff, is responsible for articles left with any employee or contractor.

8. TENANT SAFETY

The safety of our tenants and their property is always a concern for Marietta Housing Authority. If any suspicious persons or activities are noticed around your apartment or community, promptly notify management and report it to the police. Tenants should always lock windows and doors to ensure that "uninvited" persons cannot gain access.

Management MUST have your home, cell and work telephone numbers in case of emergency. This information will help us contact you as quickly as possible should the need occur. Please report any changes or corrections in these telephone numbers promptly. Tenant telephone numbers are confidential and company policy prohibits employees from disclosing that information to other persons.

Tenant and Tenant's guest will not discharge or threaten to discharge a firearm of any type, including "B-B" guns, on the MHA'S property. Tenant and Tenant's guest further agree not to use or threaten to use, a knife, club or any other weapon against any person on MHA's property.

9. KEYS AND LOCKS

Two keys to your apartment and mail box keys will be supplied to each head of household at move-in. All keys are to be returned to management upon vacating your apartment. Tenants are NOT permitted to alter locks, to reproduce keys, install new locks, knockers or other attachments to any door without prior written consent from management. If MHA approves Tenant's request to install such locks, Tenant agrees to provide MHA with a key for each lock. MHA may charge Tenant \$25.00 for each key not returned.

Make sure all members of your household have a key and keep the key with them always. No one will be permitted to borrow a key; we are not permitted to give your key to anyone. A fee of \$12.50 will be assessed if management is called to unlock a door during office hours and \$35.00 after office hours; a fee of \$69.00 will be assessed if MHA changes locks at the tenant's request.

10. OCCUPANCY

Only tenants listed on the Dwelling Lease shall have the right to exclusive use and occupancy of the leased dwelling unit. Any additions to the household including live-in aides, foster children, or adults, but excluding live births, must have the advance written approval of the Property Manager. The Tenant shall immediately notify the Property Manager in writing whenever any member of the household that is authorized to reside in the dwelling unit is no longer residing in the dwelling unit.

The Tenant must live in the unit and the unit must be the Tenant's only place of residence.

Guests of Tenant may be accommodated for a period of seven (7) days within any twelve (12) consecutive month period. In the event the Tenant wishes to accommodate a guest for a period in excess of seven (7) days, Tenant must notify the Property Manager in writing stating the reasons for such extended accommodations and obtain the MHA's approval of such arrangements in advance. The MHA's consent will not be unreasonably withheld, but the decision of MHA shall be final.

11. TENANT LIABILITY

Tenant agrees to conduct himself/herself and cause others who are in the dwelling unit with his consent to conduct themselves in a manner that will not disturb his/her neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the neighborhood in a decent, safe and sanitary condition.

Tenant agrees not to allow any person or guest in the dwelling unit or on the premises leased by the Tenant to engage in any illegal activity.

12. NON-SMOKING POLICY

Smoking is prohibited at all property owned by the Marietta Housing Authority, including, but not limited to, Fred G. Hull Homes in Acworth, Branson Walk and Johnny Walker Community in Marietta and MHA Central Office. Smoking is prohibited on the entire properties, including but not limited to all apartments, shared areas, entryways, hallways, stairwells, balconies, lobbies, community rooms, laundry rooms, building grounds, and the parking lots. Smoking is also prohibited in all MHA vehicles. Smoking includes but is not limited the use of cigarettes, cigars, pipe, tobacco, e-cigarettes, or incense product.

13. PET POLICY

In most cases pets are allowed. Tenants agree not to keep pets unless prior written approval is given by the Property Manager or designee in accordance with the MHA's Pet Policy, which is posted in the MHA's Central Office and the Property Management Office. Tenants with a pet must pay a pet deposit of \$300.00 unless it is a service animal. MHA will refund the Pet Deposit to the Tenant, less any damage caused by the pet to the dwelling unit, upon removal of the pet or the owner from the dwelling unit. The MHA will refund the Pet Deposit to the former Tenant or to the person designated by the former Tenant in the event of the former Tenant's incapacitation or death.

14. APPEARANCE

Please help us ensure that the appearance of your home reflects only the best. It is your responsibility to help keep your yard, front and back, neat and tidy. MHA is responsible for making sure your grass is maintained. We are proud of our neighborhoods and communities and encourage this pride in our tenants. Clutter is unsightly on your porch or in windows. No yard sales or porch sales are permitted without prior written approval from management.

15. CARE OF YOUR HOME

MHA requires tenants to maintain a safe, sanitary, damage-free home. Your unit has been cleaned and maintenance has been performed prior to your occupancy. The Property Manager will perform a move-in inspection with the resident to ensure the home is in proper condition. Upon a satisfactory inspection, an inspection form will be signed by both parties, signifying that the condition is acceptable. Your unit will have also passed all required HUD and public housing authority inspection prior to occupancy.

When decorating, use small nails for pictures; do not use adhesive type hangers, large nails or make excessive holes in the walls. Mirror tile, contact paper, wall paper, etc. with adhesive backing are NOT PERMITTED to be applied to walls, ceilings, floor surfaces or cabinets. Interior painting can only be done by Maintenance. Do not make any alterations in the house without prior written consent from Property Manager.

Keep walls and woodwork free from dirty hand prints, ink, crayons, stickers and holes. Carpet, vinyl, tile and baseboards are to be kept clean at all times. If your apartment has carpeting, vacuum it frequently. Beverage and food spots can be removed with cold water and a mild soap. Clean vinyl or tile thoroughly before waxing. Keep floors free from clutter, toys, clothes, etc.

The lavatory, vanity, tub, tile and surrounds, commode and fixtures are to be kept free from mildew, black rings, dirt, soap, and grease buildup. Keep shower curtains closed and inside the tub while the shower is in use. Do not allow excess water on the floor. Report any water leaks, running or hard to flush commodes to management immediately.

Windows, window glass, blinds, drapes, screens and locks are to be kept clean and free from damage. If you want to install window blinds, obtain written consent from your property manager. Curtain backings must be white. Foil, signs, wires, aerials, stickers, newspaper, etc. are not permitted. No articles of any description shall be hung from the windows or door or placed on the window sills. No articles shall be hung or suspended from porch banisters or railings.

Substances that may leave stains should be wiped up promptly from counter tops; hot pads should be used to protect the surface from burns. Do not use a sharp knife to cut items directly on your counter tops. Uncovered food or dirty dishes are not to be left on counter tops. Do not abuse drawers or cabinets.

Clean burned food and grease from under burners, oven and range top. All burners and oven are to be in operating order at all times; if not, notify management. Keep the range hood and range hood filter clean and free from grease. Clean the floor under the range at

least once every six (6) months. When requested, maintenance will assist in moving the range.

Keep refrigerator interior and exterior clean. The interior should be free from spoiled food and odors. All refrigerators are frost free. Clean the rubber door gasket weekly with mild soap and water. Clean the floor under the refrigerator at least once every six (6) months. When requested maintenance will assist in moving the refrigerator.

Wipe sinks and fixtures each time they are used. DO NOT pour grease down the drain. Food and dirty dishes are not to be left in the sink as this constitutes a possible health hazard and pest problem.

Remove trash from your home when the trash bag is full. Do not leave discarded food in the trash to cause odors and attract pests. Remove trash bags regularly and put directly in your trash can or dumpster for pick up.

Water beds or any type of water filled furniture are not permitted.

Light bulbs are furnished and replaced by MHA (does not include personal light fixtures).

16. PEST CONTROL

MHA provides pest control services. Notification for this service will be delivered to you prior to service. Requests for unscheduled pest control services should be made to the Property Manager.

Tenants must promptly notify the Property Manager of any pest infestations noted in or around their dwelling unit. Tenant must fully cooperate in any pest control efforts made by Marietta Housing Authority.

17. UTILITIES

Marietta Properties

MHA is responsible for securing utilities (electricity, sewage, water, and garbage) to all residents. Tenants are responsible for any connections and/or payments for telephone, cable or satellite services to their units.

Acworth Properties

All Tenants of Acworth properties are responsible for securing utilities (electricity and garbage) not supplied by MHA. Tenants shall properly establish all utility and service accounts in their name at the start of the lease and shall pay directly to the utility provider all deposits and charges necessary to secure and maintain uninterrupted services. Utility service must not be interrupted at any time during your tenancy. Utility cut off from a tenant's home is a HAZARDOUS ACT and shall be considered a serious violation of the terms and conditions of your lease.

MHA is responsible for securing water for all residents. Tenants are responsible for any connections and/or payments for telephone, cable or satellite services to their units.

18. ENERGY CONSERVATION

Conserving energy saves dollars for you and MHA. Listed below are several energy saving guidelines:

- a) turn off lights and appliances when not in use;
- b) set thermostat on 78° or above in the summer; 68° or below in the winter;
- c) keep windows and doors closed when the air conditioning or heat is in use;
- d) report broken or cracked window glass,
- e) maintenance will change filters as needed when the air conditioning or heat is in use;
- f) keep vents clean and free from obstruction;
- g) close drapes or blinds to keep out sun or cold;
- h) keep the refrigerator doors closed as much as possible;
- i) report water leaks and running toilets as they occur;
- j) use cold water when possible for washing clothes;
- k) vacuuming and dusting on a daily basis will lower your electricity bill.

19. FIRE PROTECTION

Smoke detectors are provided for safety and protection. Each tenant is responsible for notifying management when a smoke detector is inoperable. If reported, management will replace the smoke detector. If management discovers unreported damage to smoke detectors or it has been removed, a charge of \$100.00 will be charged to tenant's account.

DO NOT REMOVE OR TAMPER WITH FIRE PROTECTION EQUIPMENT!

Absolutely **DO NOT**:

- a) leave any cooking unattended, or
- b) allow grease to accumulate in cooking areas;
- c) allow matches or lighters to be played with;
- d) leave burning decorative candles unattended;

- e) leave an iron on or unattended;
- f) overload wall plugs or extension cords;
- g) use barbecue grills, unless they are at least twenty (20) feet away from the apartment/building;
- h) store or use fireworks;
- i) leave a space heater on while unattended or near flammable material.

Fire or fire related damage to the apartment caused by a tenant, the tenant's family, or guests is cause for immediate action up to and including lease termination. The tenant will be responsible for all repairs to MHA's property.

20. INSPECTIONS

INITIAL & FINAL INSPECTIONS – An authorized representative of the Marietta Housing Authority and an adult family member will inspect the premises prior to - signing the lease to move in the unit. An authorized Marietta Housing Authority representative will inspect the premises at the time the resident vacates and will furnish a statement of any charges to be made provided the resident turns in the proper notice under State law. The resident's security deposit can be used to offset against any Marietta Housing Authority damages to the unit.

ANNUAL INSPECTION – The Marietta Housing Authority will inspect each public housing unit at least annually to ensure that each unit meets the Marietta Housing Authority's housing standards. Work orders will be submitted and completed to correct any deficiencies.

PREVENTIVE INSPECTION - The Marietta Housing Authority will conduct this inspection to keep items in good repair. It checks weatherization; checks the condition of the smoke detectors, water heaters, furnaces, automatic thermostats and water temperatures; checks for leaks; and provides an opportunity to change furnace filters and provide other minor servicing that extends the life of the unit and its equipment.

HOUSEKEEPING INSPECTION - In an effort to maintain the condition of MHA properties, housekeeping inspections will be conducted every three (3) months by Property Managers in each unit at each property to ensure the family is maintaining the unit in a safe and sanitary condition. These inspections will also involve checking for blocked egress. If poor housekeeping, fire hazards or blocked egress are present at time of inspection, the tenant will be given 3 working days to correct violations before the unit is re-inspected. If the unsafe or unsanitary condition is not corrected, appropriate action will be taken, up to and including termination of the lease

Photographs will be taken of the unit during each inspection.

21. VACATING YOUR APARTMENT

Before vacating please be aware of the following to assure the return of your security deposit:

- a) you must fulfill all the terms and conditions of your lease agreement and all charges must be paid in full;
- b) you must provide Property Manager with a written thirty (30) day notice of Intent To Vacate. Rent must be paid through the thirty (30) days;
- c) the apartment must be left clean, unaltered and free from damages beyond normal wear and tear;
- d) you are not considered officially vacated until all keys are returned to the Management Office. You will be charged rent for each day you keep the keys in your possession as if the home was still occupied.

22. UNMANNED AIRCRAFT

Because of concerns about safety and resident privacy, residents or guests shall not fly unmanned aircraft systems (commonly known as drones) or model aircraft, as defined by

the U.S. Federal Aviation Administration, in the airspace above MHA property at any time.

23. CHANGES TO THE HOUSE RULES

All tenants are expected to follow these House Rules as well as any additional published rules that MHA may deem necessary to ensure the safety and well-being of our tenants. The House Rules may be changed from time to time with prior notice provided to tenants. Violations of any House Rule shall constitute a breach of the dwelling lease. A letter of termination may be issued for each violation of these House Rules.

These House Rules are incorporated into the Lease executed or renewed this day between Marietta Housing Authority and the Tenant.

Tenant:

1. _____ Date Signed: _____

2. _____ Date Signed: _____

Address of unit: _____

MHA Property Manager

Date:

GRIEVANCE POLICY AND PROCEDURES

PURPOSE

This grievance procedure has been adopted to provide a forum and procedure for residents to seek the just, effective and efficient settlement of grievances against the Marietta Housing Authority (MHA).

GOVERNING LAW

The law governing this grievance procedure is section 6(k) of the U.S. Housing Act of 1937 (42 U.S.C. sec. 1437d (k) and subpart B of 24 CFR part 966 (24 CFR Sections 966.50 - 966.57).

APPLICABILITY

In accordance with applicable federal regulations, this grievance procedure shall be applicable to all individual grievances (as defined in Section 23.4 below) between a resident and the MHA with the following two (2) exceptions:

- A. This grievance procedure is not applicable to disputes between residents not involving the MHA, or to class grievances involving groups of residents. Also, this grievance procedure is not intended as a forum for initiating or negotiating policy changes between residents, or groups of residents, and the MHA's Board of Commissioners.
- B. HUD has issued a due process determination that the law of the State of Georgia requires that residents be given the opportunity for a hearing in court that provides the basic elements of due process (as defined in Definitions below) before eviction from a dwelling unit. Therefore, the MHA has elected to determine that this grievance procedure shall not be applicable to any termination of tenancy or eviction that involves:
 - (1) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Marietta Housing Authority's public housing premises by
other residents or employees of the Housing Authority;
 - (2) Any drug-related criminal activity on or off such premises.
 - (3) Any criminal activity that resulted in felony conviction of a
household
member.

DEFINITIONS

The following definitions of terms shall be applicable to this grievance procedure:

- A. **Grievance:** Any dispute which a resident may have with respect to an action or a failure to act by MHA in accordance with the individual resident's lease or MHA regulations, which adversely affects the individual resident's rights, duties, welfare, or status.
- B. **CFR:** The Code of Federal Regulations that contains the federal regulation governing this grievance procedure.
- C. **Complainant:** Any resident (as defined in this section below) whose grievance is presented to the Central Office of the MHA, 95 Cole Street, Marietta, Georgia 30060, in accordance with the requirements set forth in this procedure.

- D. **Drug-related criminal activity:** The illegal manufacture, sale, distribution, use or possession with intent to manufacture, sale, distribute, or use of a controlled substance as defined in sec. 102 of the Controlled Substances Act (21 U.S.C. sec 802), as from time to time amended.
- E. **MHA or “Housing Authority”:** The Housing Authority, a body corporate organized and existing under the laws of the State of Georgia.
- F. **Elements of due process:** The following procedural safeguards are required to be followed in an eviction action or a termination of tenancy in a state or local court:
- (1) Adequate notice to the resident of the grounds for terminating the tenancy and for eviction;
 - (2) Right of the resident to be represented by counsel;
 - (3) Opportunity for the resident to refute the evidence presented by the MHA, including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the resident may have;
 - (4) A decision on the merits.
- G. **Hearing Officer:** An impartial person selected in accordance with 24 CFR Sec 966.55 and this grievance procedure to hear grievances and render decisions with respect thereto.
- H. **HUD:** The United States Department of Housing and Urban Development.
- I. **Notice:** As used herein, the term notice shall, unless otherwise specifically provided, mean written notice.
- J. **The “Regulations”:** The HUD regulations contained in 4350.3, Rev 1, Chg 4.
- K. **Resident:** The adult person (or persons) other than a live-in aide:
- (1) Who resides in the unit and who executed the lease with MHA as lessee of the dwelling unit, or, if no such person resides in the unit
 - (2) The person who resides in the unit and who is the remaining head of the household of the resident family residing in the dwelling unit.
- L. **Resident Organization:** An organization of residents, including any Resident Management Corporation.
- M. **Business Days:** Monday through Friday of each week, except for legal holidays recognized by the federal government.

INCORPORATION IN LEASES

This grievance procedure shall be incorporated by reference in all public housing dwelling leases between residents and the MHA, whether or not so specifically provided in such leases.

INFORMAL SETTLEMENT OF GRIEVANCES

Any grievance shall be promptly and personally presented, either orally or in writing, to the MHA Central Office, 95 Cole Street, Marietta, Georgia 30060 or to the office of the development in which the resident resides so that the grievance may be discussed informally and settled without a hearing. A summary of such discussion shall be prepared within fourteen (14) calendar days and one copy shall be given to the resident and one retained in the Authority's resident file. The summary shall specify the names of the participants, dates of the meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedures by which a hearing under these procedures may be obtained if the resident is not satisfied.

PROCEDURES TO OBTAIN A HEARING

The following procedures apply to the request for a formal grievance hearing under this grievance procedure:

- A. **Request for Hearing:** If the complainant is not satisfied with the results of the informal settlement conference, the complainant must submit a written request for a formal hearing to the MHA Central Office, 95 Cole Street, Marietta, Georgia 30060 or to the office of the development in which the resident resides no later than five (5) business days after the date complainant receives the summary of discussion delivered as required under *INFORMAL SETTLEMENT OF GRIEVANCE* above.

Complainant's written request for a formal hearing must specify:

- (1) The reasons for the grievance; and
- (2) The action or relief sought by the complainant.

- B. **Failure to Request Hearing:** If the resident does not request a hearing in accordance with this section, then MHA's disposition of the grievance under Definition shall become final. However, failure to request a hearing does not constitute a waiver by the resident of the right thereafter to contest MHA's action in disposing of the complaint in an appropriate judicial proceeding.

SELECTION OF A HEARING OFFICER

A grievance hearing shall be conducted by an impartial person appointed by MHA, other than a person who made or approved the action under review or a subordinate of such person.

HEARING PREREQUISITE

All grievances shall be promptly presented in person, either orally or in writing, pursuant to the informal procedure prescribed in Definition as a condition precedent to a hearing under this Section. However, if the resident can show good cause why there was failure to proceed in accordance with *INFORMAL SETTLEMENT OF GRIEVANCE* to the Hearing Officer, the provisions of this subsection may be waived by the Hearing Officer.

ESCROW DEPOSIT

Before a hearing is scheduled in any grievance involving the amount of rent as defined in the lease which MHA claims is due, the resident shall pay to the MHA an amount equal to the amount of 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 resident shall thereafter deposit monthly the same amount of the monthly rent in an escrow account held by the MHA until the complaint is resolved by decision of the Hearing Officer. Amounts deposited into the escrow account shall not be considered as acceptance of money for rent during the period in which the grievance is pending. In extenuating circumstances, the MHA may waive these requirements. Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure. However, failure to make payment shall not constitute a waiver of any right the resident may have to contest the MHA's disposition of his grievance in any appropriate judicial proceeding.

If a grievance concerns the denial of a financial hardship exemption from the minimum rent requirement or the effect of welfare benefit reductions in the calculation of family income, the requirement for an escrow deposit is waived.

SCHEDULING OF HEARINGS

Upon the resident's compliance with this section the Hearing Officer shall promptly schedule a hearing for a time and place reasonably convenient to both the resident and the MHA. A written notification specifying the time, place and the procedures governing the hearing shall be delivered to the resident and the appropriate agency official.

PROCEDURES GOVERNING THE HEARING

The resident shall be afforded a fair hearing, which shall include:

- A. The opportunity to examine before the grievance hearing any Authority documents, including records and regulations that are directly relevant to the hearing. The resident shall be provided a copy of any such document at the resident's expense. If the MHA does not make the document available for examination upon request by the resident, the MHA may not rely on such document at the grievance hearing.
- B. The right to be represented by counsel or other person chosen as the resident's representative and to have such person make statements on the resident's behalf;
- C. The right to a private hearing unless the resident requests a public hearing;
- D. The right to present evidence and arguments in support of the resident's complaint, to controvert evidence relied on by the Authority or development management, and to confront and cross examine all witnesses upon whose testimony or information the MHA or development management relies; and
- E. A decision based solely and exclusively upon the facts presented at the hearing.

The Hearing Officer may render a decision without holding a hearing if the Hearing

Officer determines that the issue has been previously decided at another hearing.

If either the resident or Authority fails to appear at a scheduled hearing, the Hearing Officer may postpone the hearing for up to five business days or determine that the

missing party has waived their right to a hearing. Both the MHA and the resident shall be notified of the Hearing Officer's decision. This decision shall not waive a resident's right to contest the disposition of the grievance in an appropriate judicial proceeding.

The following accommodation will be made for persons with disabilities:

1. The MHA shall provide reasonable accommodations for persons with disabilities to participate in the hearing. Reasonable accommodations may include qualified sign language interpreters, readers, accessible locations, or attendants.
2. If the resident is visually impaired, any notice to the resident that is required by these procedures must be in an accessible format.

INFORMAL HEARING PROCEDURES FOR DENIAL OF ASSISTANCE ON THE BASIS OF INELIGIBLE IMMIGRATION STATUS

The participant family may request that the MHA provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. The participant family must make this request within 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 days of receipt of the INS appeal decision.

DECISION OF THE HEARING OFFICER

The Hearing Officer shall prepare a written decision, together with the reasons therefore, within fourteen (14) calendar days after the hearing. A copy of the decision shall be sent to the resident and the MHA. The Authority shall retain a copy of the decision in the resident's folder. A copy of such decision with all names and identifying references deleted shall also be maintained on file by the MHA and made available for inspection by a prospective complainant, his or her representative, or the Hearing Officer.

The decision of the Hearing Officer shall be binding on the MHA who shall take all actions, or refrain from any actions, necessary to carry out the decision unless the MHA's Board of Commissioners determines within reasonable time, and promptly notifies the complainant of its determination, that:

- A. The grievance does not concern MHA action or failure to act in accordance with or involving the resident's lease or Authority regulations, which adversely affect the resident's rights, duties, welfare or status;
- B. The decision of the Hearing Officer is contrary to applicable Federal, State, or local law, Authority regulations, or requirements of the Annual Contributions Contract between the Authority and the U.S. Department of Housing and Urban Development.

A decision by the Hearing Officer or Board of Commissioners in favor of the MHA or

which denies the relief requested by the resident in whole or in part shall not constitute a waiver of, nor affect in any manner whatsoever, any rights the resident may have to a trial do novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.