
Grievance/Appeal Policies and Forms

Purpose

CCH does not discriminate on the basis of handicap in violation of 24 CFR Part 8 in admission or access to, or treatment or employment in, its federally assisted programs and activities. From time to time, it is reasonable to expect that something will occur that causes residents or applicants concern. CCH has developed this policy to resolve concerns as quickly as possible.

Confidentiality Statement

Any complaint, grievance, or appeal and its investigation will be held in the strictest of confidence and will not be discussed with anyone except those immediately involved. CCH Management will in no way retaliate against residents who file a complaint, grievance, or appeal.

Distribution and Amendments

Landlord must give a copy of this procedure to Tenant at the time Tenant moves into the project and to each prospective Tenant who is rejected for tenancy. Whenever this procedure is changed, Landlord must provide a revised copy to Tenant, with a thirty- (30) day notice of any changes effective date.

Applicability

This procedure shall apply to all individual grievances between Tenant and Landlord; this procedure shall not apply to: (1) the validity or propriety of terms and conditions of the rental agreement, (2) eviction or termination of tenancy based upon your creation or maintenance of a threat to the health or safety or other Tenants or employees, (3) class grievances, and (4) disputes between Tenant and other Tenants not involving Landlord.

Right to a Hearing

When Tenant files a written or oral request as described, Tenant is entitled to a hearing, relative to any grievance as defined.

Types of Hearings

There are two types of hearings: (1) Information hearing or (2) Formal Hearing.

Informal Hearing

This is an informal meeting between Tenant and Landlord to discuss Tenant's grievance. The goal of the informal hearing is to settle the problem without the need for a formal hearing.

Formal Hearing

This is a formal hearing with Tenant, Landlord, and hearing officer or hearing panel. Decisions from this hearing are binding on Tenant and Landlord.

Informal Hearing Procedure

Presentation of Grievance

Tenant must personally present Tenant's grievance either orally or in writing to Landlord at Landlord's office so that Tenant and Landlord may discuss the grievance informally. Tenant must present Tenant's grievance within a reasonable time, not to exceed ten (10) days from Landlord's actions or failure to act, which is the basis for Tenant's grievance. The grievance may be simply stated by Tenant should specify the ground(s) for the grievance and the action or relief Tenant seeks. Landlord will schedule a meeting with Tenant within ten (10) business days for a total of fourteen (14) calendar days after landlord receives Tenant's request.

Summary and Answer

Landlord will prepare a written, dated, and signed summary of Landlord's discussion and answer to Tenant's grievance within a reasonable time, not to exceed ten (10) business days for a total of fourteen (14) calendar days. Landlord will mail or deliver one copy to Tenant and keep one in the Tenant file. Landlord's answer shall specify (1) the names of the hearing participants, (2) the date of the hearing, (3) the nature of the grievance, (4) the proposed disposition of the grievance, and the specific reasons therefore, (5) the right to a formal hearing, and (6) the procedure by which you may request a formal hearing if you are not satisfied with the proposed disposition.

Request for Formal Hearing

If Tenant is dissatisfied with the proposed disposition of the grievance as stated in the answer, Tenant may submit a written request for a formal hearing. Tenant should make Tenant's written request to Landlord within a reasonable time after Tenant receives answers to Tenant's grievance, not in excess of ten (10) business days, and Tenant must date and sign the request. Landlord will place a copy of Tenant's request in the Tenant's file along with the grievance and the answer.

Failure to Request Hearing

If Tenant does not request a formal hearing within the time allowed above, Tenant waives the right to a formal hearing and the proposed disposition of the grievance becomes final. This shall not, however, constitute a waiver of Tenant's right thereafter to contest the disposition of the grievance in an appropriate judicial proceeding.

Formal Hearing Procedure

Selection of Hearing Officer or Panel

When Landlord receives Tenant's request for a formal hearing Landlord will contact Tenant in person or by telephone to discuss the selection of a hearing officer. The hearing officer must be impartial, disinterested person selected jointly by Landlord and Tenant. If Landlord and Tenant

cannot agree on a hearing officer, Landlord and Tenant shall each appoint a representative and the two members so appointed shall select a third member. If the members Landlord and Tenant appoint cannot agree on a third member, such member shall be appointed by an independent organization contracted by Landlord, such as a local mediation board or chapter of the American Arbitration Association. The chairperson of a hearing panel shall be elected by the members of the panel.

The following guidelines govern the selection of hearing officers and panel members: (1) No relative of Tenant may serve as a hearing officer or panel member; (2) None of Landlord's officers or employees who directly propose a disposition to the grievance or whose duties and responsibilities directly involve him/her in any way with the grievance at issue may serve as a hearing officer or panel member for the formal hearing; and (3) The third member of a panel may not be one of Landlord's officers or employees, nor a resident of any property under Landlord's jurisdiction.

Time Limits

Landlord and Tenant must act to avoid unnecessary delays in resolving grievances. The hearing officer or panel shall be selected, and the hearing scheduled by Landlord as promptly as possible, no more than ten (10) days after the receipt of Tenant's request for a hearing. Landlord will make all reasonable effort so that the date, time, and location of the hearing are convenient to you. Landlord will inform Tenant of the schedule and the procedures governing the hearing by way of written notification delivered or mailed to Tenant no less than five (5) days in advance.

Fair Hearing

Tenant is entitled to a fair hearing providing the basic safeguards of due process before hearing office or panel and Tenant may be represented by counsel or another person chosen as Tenant's representative. Tenant must be personally present at the hearing.

Private Hearing

The hearing will be private unless Tenant requests a public hearing. The attendance of persons with a valid interest in the proceedings shall not be limited.

Discovery

Tenant or Tenant's authorized representative may examine before the hearing and at Tenant's expense, request copies of all documents, records, and regulations that are relevant to the hearing. Any document not made available after Tenant requests it may not be relied on by Landlord at the hearing. Landlord or Tenant may request, in advance, and at Landlord or Tenant's expense, a transcript of the hearing.

Disputed Rent or Other Charges

If the grievance involves the amount of rent, or other charges that Landlord claims as due, Landlord may require Tenant to pay Landlord up to 100% of any disputed rent or charges, and Landlord will deposit funds in a trust account until resolution of the dispute. If Tenant fails to make required payments, the hearing officer or hearing panel may determine that Tenant has waived Tenant's rights to a hearing. Tenant's failure to make payments shall not constitute a waiver of Tenant's right to thereafter contest Landlord's disposition of the grievance in appropriate judicial proceeding. On resolution of the dispute, or the decision of the hearing officer or hearing panel, the money shall be refunded to or directed to Landlord as is appropriate based upon the decision of the hearing officer or hearing panel.

Proof

At the hearing, Tenant must clearly state the facts, and then be prepared to present evidence to support those facts. The burden of proof is then on Landlord to justify the action or inaction Landlord proposed in the answer of Tenant's grievance, raise arguments against evidence relied upon by Landlord, and confront and cross-examine all witnesses on whose testimony or information Landlord relies.

Hearings

Hearings conducted by the hearing officer or hearing panel shall be informal, and any oral or Documentary evidence, as limited, however, to the facts and issues raised by the grievance and Answer, may be received by the hearing officer or hearing panel without regard to whether Evidence would be admissible under the rules of evidence employed in judicial proceedings

Failure to Appear

If either Landlord or Tenant fails to appear at a hearing, the hearing officer or hearing panel may postpone the hearing for up to five (5) days or make a determination that the absent party has waived its right to a hearing

Decisions of Hearing Officer or Panel

Binding Effect

The decision of the hearing officer shall be based solely and exclusively upon facts presented at the hearing and upon applicable law and Landlord and regulatory agreements and policies. To the extent provided below, the decision of the hearing officer or hearing panel shall be binding.

Proposed Decision

Landlord and Tenant may agree to prepare a proposed decision to the hearing officer or hearing panel. If both agree to do so, each party shall submit same to the officer or panel for consideration.

Written Decision

The hearing officer or hearing panel shall prepare a written decision, including a statement of findings and conclusions, as well as the reasons or basis of them, upon all material issues raised by Landlord or Tenant. This shall be done within a

reasonable time after the date of the hearing, not to exceed five (5) days. Copies thereof shall be mailed or delivered to parties and/or their representatives, and regulatory agencies. Landlord will place a copy of the written decision of the hearing officer or hearing panel, together with all documents related to the grievance, in Tenant's file.

Costs

If the hearing officer or hearing panel renders a decision in our favor and further specifically finds that the grievance was totally without basis and filed for the purpose of harassment or based on the same or similar facts as a grievance previously filed by you or a member of your household or on your or their behalf, the hearing officer or hearing panel may, at its discretion, assess the cost and expensed of the hearing to you

Enforcement of Hearing Officer or Panel

Compliance with Decision

If the decision is the Tenant's favor, Landlord shall promptly take all actions necessary to carry out such decision or refrain from any action prohibited by such decision unless Landlord determines and notifies Tenant in writing within thirty days that the hearing officer or hearing panel has acted contrary to law, or exceeded its authority, or the decision is contrary to applicable federal, state, or local law, or regulatory agencies or requirements. In such event, the hearing officer's or hearing panel's decision may be judicially reviewed.

Failure to Comply with Decision

Should any of the parties to a decision fail to voluntarily comply with the provisions of a decision of the hearing officer or hearing panel, the aggrieved party may take appropriate legal action to enforce compliance.

Enforcement of an Eviction Action

If a Tenant requests a hearing on a proposed eviction and the hearing officer or hearing panel in its decision upholds our proposal to evict, Landlord cannot start our action to regain possession until the expiration of the time period that was contained in the Landlord notice to Tenant

Right to Go to Court

This grievance and appeal procedure have been established to provide all parties with a non-judicial means of resolving problems and disputes. Neither use of or participation in any of the procedures included herein, nor a decision by the hearing officer or panel, which is in favor of Landlord and/or denies Tenant tenant's requested relief in whole or in part shall constitute a waiver of, nor affect in any manner, whatever rights you or we may have to any judicial proceedings which may thereafter be brought in the matter. In such proceedings, we shall, by stipulation or other appropriate means, be limited to invoking against you the grounds we originally relied on in our proposed disposition of the grievance.

Retaliation

No person shall be subjected to retaliation for having used or having assisted others in the use of the grievance process. Person(s) with disabilities have the right to request reasonable accommodations to participate in the informal hearing process.

Applicant Grievance Procedures

If, at any time during the application process, you feel that your rights, duties, welfare, or status are or may have been adversely affected by CCH's action or failure to act, you may submit your grievance for informal or formal review. You may call _____ and

leave a voicemail if necessary, and your call will be returned as soon as possible, but no later than 48 hours after your call date.

If your grievance is not resolved at that point, you may request an informal hearing, which is a meeting with the CCH designated Staff and Director. The goal of the informal hearing is to settle the problem without the need for a formal hearing.

In the event the problem is not settled, you are entitled to request a formal hearing. A formal hearing is between you and CCH and/or a designated member of _____.

To request a formal hearing, you must already have attempted to resolve the issue with CCH and through an informal hearing described above. All requests for informal or formal meetings must be in writing and must contain specific grounds for complaint.

Hearing requests should be mailed to:

CCH Management
Attn: Grievance & Appeals
1855 Olympic Boulevard
Walnut Creek, CA 94596

Or emailed to: Appeals@cchnc.org

If you have a grievance with any entity related to the project, please contact CCH to advise you on pursuing the appropriate next steps.

Applicant Appeal Procedures

The following appeal process applies to applicants that receive a disqualification letter for application.

Applicant must appeal within fourteen (14) calendars days from the date of the Rejection letter addressed to:

CCH Management
Attn: Grievance and Appeals
1855 Olympic Boulevard
Walnut Creek, CA 94596

Or emailed to: Appeals@cchnc.org

Management sends a written notice to each applicant disqualified, the referring agency, and the funding agency. The notice will:

- List all the reasons for the disqualification.
- Explain how the applicant can request as in person or in writing an appeal to contest the decision.
- State that an applicant with a disability is entitled to request a reasonable accommodation to participate in the appeal.
- Inform the applicant that he or she is entitled to bring an advocate or attorney to the in-person appeal.
- Provide referral information for local legal services and housing rights organizations who can assist with the appeal process; and
- Describe the documentation that the applicant can present at the appeal.

Upon receipt of a request for an appeal, an executive officer from our company will review all the materials and inform the complainant if the executive officer affirms the decision of the Property Manager, overturns the decision, or decides to re-open the case for further review. While the appeal is being reviewed by our executive officer, management will hold an appropriate size unit for the applicant until the appeal is finalized. We will provide a response, not to exceed ten (10) calendar days.



POLICIES AND PROCEDURES
APPEAL/GRIEVANCE
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are projects monitored by:

If you have a question or concern, or would like to submit a grievance,
you may contact: