

**Chelsea Housing Authority  
54 Locke St.  
Chelsea, Ma. 02154**

**GRIEVANCE POLICY FOR STATE PUBLIC HOUSING RESIDENTS  
AND STATE VOUCHER PROGRAMS  
APPROVED BY CHA BOARD ON DECEMBER 17TH, 2025**

**Part A**

**1. General Overview**

A. Executive Office of Housing and Livable Communities (EOHLC) regulations (760 CMR 6.08) require each local housing authority (LHA) to have a grievance procedure of which the purpose shall be the prompt and reliable determination of grievances. The procedure must be available to state-aided public housing residents, participants in the Massachusetts Rental Voucher Program (MRVP) and the Alternative Housing Voucher Program (AHVP), and to individuals who file appeals pursuant to 760 CMR 8.00 (Privacy and Confidentiality).

B. A grievance is defined as: (1) an allegation that the Chelsea Housing authority (CHA) or a CHA employee has acted or failed to act in accordance with the resident's lease or any statute, regulation, or rule regarding the conditions of tenancy and the alleged action or failure to act has adversely affected the status, rights, duties or welfare of the grievant and/or a household member; (2) an allegation that the CHA or a CHA employee has acted or failed to act in accordance with any statute, regulation, or rule regarding the program and that the alleged action or failure to act has adversely affected the status, rights, duties, or welfare of the grievant or a household member; or (3) an appeal by a data subject pursuant to 760 CMR 8.00.

C. The meaning of a statute, regulation or rule shall not be the subject of a grievance. A dispute between a resident and another resident or household member, in which the CHA is not involved, shall not be the subject of a grievance. A grievance shall not be filed by a resident on behalf of another resident or any household member of another resident.

**2. Initiation of a Grievance**

A. A grievance regarding whether good cause exists for terminating a lease shall be initiated by a resident, in writing, and shall be mailed (postmarked) or delivered to the CHA at its main office within seven (7) days after a notice of lease termination has been given to the resident by the CHA.

B. A grievance regarding whether cause exists for terminating participation in the MRVP or AHVP shall be initiated by a program participant, in writing, and shall be mailed (postmarked) or delivered to the CHA at its main office within seven (7) days after a notice of program termination has been given to the resident by the CHA.

C. A grievance regarding some other matter shall be initiated by a grievant in writing and shall be mailed (postmarked) or delivered to the CHA at its main office located at 54 Locke Street, Chelsea, MA 02150 no more than fourteen (14) days after the date on which the grievant first

became aware or should have become aware of the subject matter of the grievance, provided the CHA shall have discretion to permit a grievance to be initiated late.

D. In the event that a resident files a grievance as to the amount of a redetermined rent within fourteen (14) days of the CHA's notice of the redetermined rent, the resident shall continue to pay the rent then in effect (unless the redetermined rent is lower) until final disposition of the grievance. Upon final disposition of the grievance, the resident shall pay any additional amounts determined to have been due but not paid since the effective date set out in the notice of redetermined rent or the CHA shall credit the resident with any amounts paid but determined not to have been due.

E. The CHA shall permit additional time for initiation of a grievance if the CHA shall find that there was a good reason for late initiation of the grievance and that the late initiation would not cause prejudice to the CHA. The CHA shall have available forms on which a grievance may be initiated.

### 3. Informal Settlement Conference

Promptly after the initiation of a grievance, unless otherwise provided, the CHA's Executive Director or his or her designee shall give the grievant the opportunity to discuss the grievance informally in an attempt to settle the grievance without the necessity of a grievance hearing. The CHA shall give reasonable advance notice to the grievant and his or her representative (if any) of a time and place for an informal settlement conference, unless such a conference shall have taken place when the grievance was delivered to the CHA. At the informal settlement conference, the CHA and the grievant may be represented by a lawyer or by a non-lawyer. If the grievance is resolved at the informal settlement conference, the CHA and grievant shall acknowledge the terms of the resolution in writing. If the grievance is resolved at the informal settlement conference no grievance hearing shall be held. If a grievance is not resolved at the informal conference, a grievance hearing shall be held. Failure to attend an informal settlement conference shall not affect a grievant's right to a grievance hearing.

### 4. Right to a Hearing

A. The CHA's hearing officer shall conduct hearings on grievances filed by a public housing resident, a program participant, or a data subject concerning a grievable matter, provided that no grievance hearing regarding whether good cause exists for terminating a lease shall be requested or held under any of the circumstances specified in MGL c.121B, §32, including the following circumstances:

(1) in the event of non-payment of rent.

(2) in the event the CHA has reason to believe that resident or household member:

- a. has unlawfully caused serious physical harm to another resident or employee of the CHA or any other person lawfully on the CHA's property.
- b. has unlawfully threatened to cause serious physical harm to any member of a resident household or a CHA employee or any person lawfully on the CHA's property.
- c. has unlawfully destroyed, vandalized or stolen property of any member of a resident household or of the CHA or of any person lawfully on the CHA's property, if such conduct involved a serious threat to the health or safety of any such person.
- d. has unlawfully possessed, carried or kept a weapon on or adjacent to the CHA's property in violation of MGL c.269 § 10.

- e. has unlawfully possessed or used an explosive or incendiary device on or adjacent to CHA's property or has otherwise violated MGL c.266 §§101, 102 102A or 102B.
  - f. has unlawfully possessed, sold or possessed with intent to distribute a class A, B or C controlled substance; as defined in MGL, c.94C §31, on or adjacent to the CHA's property.
  - g. has engaged in other criminal conduct which has seriously threatened or endangered the health or safety of any member of a resident household, a CHA employee, or any person lawfully on the CHA's property, or
  - h. has engaged in behavior which would be cause for voiding the lease pursuant to the provisions of MGL, c139, §19; or
- (3) in the event the CHA has reason to believe that a guest of a resident or a guest of a household member has engaged in any of the behavior listed in subparagraph 4 A (2) and that the resident knew beforehand or should have known beforehand that there was a reasonable possibility that the guest would engage in misconduct.

#### 5. Hearing Date and Notice of Hearing

A. The CHA shall schedule a grievance hearing regarding whether good cause exists for terminating a lease within fourteen (14) days after the date on which the CHA receives the grievance. At such time, the CHA shall set a date for the hearing no more than thirty (30) days from the date of the request for a grievance hearing (or as soon as reasonably practical thereafter) and at least fifteen (15) days prior to the date of termination. The CHA shall give grievant written notice of the date, time and place at least seven (7) days before the hearing. At the grievance hearing any additional reason(s) for termination of the lease, which arose subsequent to the date of the notice of termination, shall be considered so long as the CHA has given written notice to the grievant as to the additional reasons not less than three (3) days before the hearing, or, if the additional reason(s) for termination shall have arisen within such three (3) day period, a subsequent session of the hearing may be scheduled on not less than three (3) days notice to consider such reason(s). In lease terminations, if the grievant is entitled to request a grievance hearing and has made a timely request, the CHA shall not file a summary process summons and complaint seeking an eviction pending the hearing and a decision or other resolution in the CHA's favor.

B. A hearing of a grievance regarding an issue other than lease termination shall be scheduled as soon as reasonably convenient following receipt of the grievance. The CHA shall give reasonable advance written notice of the time and place of the hearing to the grievant and to his or her representative, if any is known.

C. The CHA or the Hearing Officer may reschedule a hearing by agreement of the CHA and the Grievant; or upon a showing by the Grievant or by the CHA that rescheduling is reasonably necessary.

#### 6. Pre-Hearing Examination of Relevant Documents

Prior to a grievance hearing the CHA shall give the grievant or his or her representative a reasonable opportunity to examine CHA documents which are directly relevant to the grievance. Following timely request, the CHA shall provide copies of such documents to grievant and for good cause (including financial hardship), may waive the charge for the copies.

## 7. Persons Entitled to be Present

The grievance hearing shall be private unless the grievant requests that it be open to the public. If the grievant requests an open hearing, the hearing shall be open to the public unless the Hearing Officer otherwise orders. The CHA and the grievant shall be entitled to specify a reasonable number of persons who may be present at a private hearing. A challenge to the presence of any such person shall be decided by the Presiding Member. At the grievance hearing, the CHA and the grievant may be represented by a lawyer or by a non-lawyer. Each person present at the hearing shall conduct himself or herself in an orderly manner or he or she may be excluded. If the grievant misbehaves at the hearing, the Hearing Officer may take other appropriate measures to deal with the misbehavior including dismissing the grievance.

## 8. Procedure at Grievance Hearings

The Hearing Officer shall conduct the grievance hearing in a fair manner without undue delay. The Presiding Member shall initially take appropriate steps to define the issues. Thereafter, relevant information, including the testimony of witnesses and written material, shall be received regarding such issues. Both the grievant and the CHA shall be entitled to question each other's witnesses. Procedure at the hearing shall be informal, and formal rules of evidence shall not apply. The hearing shall be tape-recorded. The Hearing Officer may question witnesses and may take notice of matters of common knowledge and applicable laws, regulations and CHA rules and policies. The Hearing Officer may request the CHA or the grievant to produce additional information which is relevant to the issues, or which is necessary for a decision to be made provided that the other party is provided with an opportunity to respond to such additional information.

The tapes of the hearing shall be maintained by the CHA until any applicable appeals have been decided. During that time grievant and or his or her representative may listen to the tapes at the CHA's offices.

## 9. Written Decision by the Grievance Hearing Officer

Within fourteen (14) days following the hearing or as soon thereafter as reasonably possible, the Hearing Officer shall provide the CHA with a written decision on the grievance, describing the factual situation and ordering whatever relief, if any, that shall be appropriate under the circumstances and under applicable laws, regulations, rules and/or policies. The decision shall be made by the Hearing Officer who heard the hearing. The decision shall be based on the information at the grievance hearing and such additional information as may have then been provided to the Hearing Officer at its request. The CHA shall forthwith mail or otherwise deliver a copy of the decision to the grievant and his or her representative if any. A copy of the decision (with names and personal identifiers deleted) shall thereafter be maintained at the CHA and shall be open to public inspection.

## 10. Review by the CHA's Board of Commissioners

In cases where the decision of the Hearing Officer concerns whether good cause exists for terminating a lease, there shall be no review by the CHA's Board of Commissioners. In other cases, in the event that the grievant or the CHA believes that: (a) the decision of the Hearing

Officer is not supported by the facts; (b) the decision does not correctly apply the terms of the lease or applicable laws, regulations, rules and/or policies; or (c) the subject matter is not grievable, within fourteen (14) days of mailing or other delivery of the decision, the grievant or the CHA may request review of the decision by the CHA's Board. The Board shall promptly decide whether to uphold, set aside or modify the decision after permitting the CHA and Grievant to make oral presentations and/or submit documentation. The Board may also permit the Hearing Officer to make a presentation. The Board's review shall be at an open meeting unless an executive session is warranted pursuant to the Open Meeting Law. The decision of the Board shall be in writing and shall explain its reasoning. If a written decision is not rendered within forty-five (45) days from the date a review is requested, the decision of the Board, when rendered, shall specify a reason showing that there has been no undue delay.

#### 11. Review by the Executive Office of Housing and Livable and Communities

In the event that the CHA's Board shall make a material change in a decision of the grievance Hearing Officer, upon written request of the Grievant, made to EOHLC within fourteen (14) days of mailing or other delivery of the Board's decision, EOHLC shall review the decision of the Board and shall render a written decision upholding, setting aside or modifying the decision of the Board. EOHLC shall mail copies of its decision to the CHA and the Grievant or to their attorneys.

#### 12. Effect of a Decision on a Grievant

The final decision on a grievance (after any properly requested administrative reviews have been decided) shall be binding between the CHA and the Grievant with respect to the particular circumstances involved in the grievance, provided that if a court has jurisdiction to determine a matter which has been subject to decision on a grievance, the court's determination on the matter shall supersede the decision on the grievance. In the event the Hearing Officer's decision on a grievance determines that good cause exists for terminating a lease, the CHA may, upon receipt of the decision, file a summary process summons and complaint, and there shall be no review by the board or EOLHC. The fact that a person may have failed to grieve a matter shall not affect any such jurisdiction by a court. As between the CHA and any person who was not a grievant, the decision on a grievance shall have no binding effect.

### **Part B**

#### 1. Single Hearing Officer

**Appointment of Hearing Officers and Jurisdiction.** This grievance procedure adopted by the Chelsea Housing Authority (CHA) requires a hearing and determination of a matter subject to the procedure by a single hearing officer. The Hearing Officer shall be appointed to serve for a term not to exceed seven years and shall serve all residents of state-aided public housing in the city of Chelsea and participants in the Massachusetts Rental Voucher Program (MRVP) and the Alternative Housing Voucher Program (AHVP) who hold vouchers administered by the CHA, except for those persons who are subject to a different grievance procedure.

Under this procedure the CHA shall from time to time nominate one or more persons to serve as hearing officer(s) to preside at and conduct hearings and to render prompt and reliable written

determinations of matters at issue. The CHA shall submit its written nomination(s) for hearing officer(s) to each affected Local Tenant Organization (LTO). Each nomination shall include a resume of the nominee and the length of the term for which he or she is nominated. Within five days of receipt of a nomination any affected LTO may make a written request to the CHA to interview the nominee. Following such a request for an interview by an affected LTO, the CHA shall make prompt arrangements for an interview between the nominee and the LTO(s) which made the request. Within 30 days after the receipt of the nomination or within five days after its interview of a nominee, whichever is later, any affected LTO may approve or disapprove the nominee by giving written notice to the CHA. A notice of disapproval shall include the specific reason(s) why the LTO disapproved the nominee. If all affected LTO(s) shall approve a nominee or if no affected LTO shall disapprove a nominee within the requisite time, the nominee shall thereupon become a hearing officer upon written acceptance mailed or delivered to the CHA which shall notify the LTO(s).

Each hearing officer shall annually certify to the CHA that he or she is ready, willing and able to serve; failure to certify within ten (10) days of receipt of written request by the CHA shall render the hearing officer's position vacant.

**Impartiality of the Hearing Officer.** A hearing officer or a member of his or her family shall not have and shall not appear to have any direct personal or financial interest in the outcome of any matter before him or her. No hearing officer shall be related by blood or marriage to any party or to any person who gives evidence as to facts which are disputed by the parties. No hearing officer may determine matters which directly concern his or her own housing or the housing of a family member or his or her own status or the status of a family member in that housing. Each hearing officer shall determine any matter at issue impartially and objectively on the basis of evidence and applicable law. Any hearing officer, who shall be or shall appear to be unable to determine any matters impartially or objectively shall remove himself or herself as hearing officer, whether or not he has been requested to do so.

**Removal of the Hearing Officer.** A hearing officer may be permanently removed from office at any time for inefficiency, neglect of duty, willful and material delay of proceedings, bias or partiality. The CHA and the affected LTO(s) may agree on removal after notice to the hearing officer and the opportunity for him or her to be heard. In the absence of agreement, the department may remove a hearing officer for cause upon request by the CHA or the LTO. Prior to removing a hearing officer, the department shall require a detailed written specification of the reason(s) for removal and, if it finds the specification to set out good and sufficient cause, shall give the hearing officer, the CHA and the LTO(s) the opportunity to be heard. The department's decision whether to remove a hearing officer shall be in writing mailed to the hearing officer, the CHA, and the LTO(s). If written specification fails to detail good and sufficient cause for removal, the department shall deny a request for removal without a hearing.

**Appointments of interim hearing offices.** If there shall not be a hearing officer able and willing to serve for one or more pending matters and if use of the appointment process in section (1) of this grievance procedure would likely cause significant delay with potential adverse consequences to either the CHA or the grievant, the CHA with notice to the affected LTO(s) may request that an interim hearing officer be named by the department. Such a request shall be in writing and shall specify the reason for the request. The affected LTO(s) shall be given a reasonable opportunity to comment on the request. If the department finds there to be a reasonable need for an interim officer, the department shall name an interim officer. The department may name a previously disapproved nominee to serve as interim hearing officer if it finds that the LTO's stated reasons for disapproval did not constitute good and sufficient cause for disapproving the nominee.

An interim hearing officer shall have all the powers and duties of a hearing officer and shall serve in the pending matters for which he or she was appointed. An interim officer may be nominated by the CHA to be hearing officer in the matter set out herein.

**Scheduling.** The CHA shall be responsible for scheduling and other administrative matters, including all necessary notices.

**Procedural Provisions.** The provisions of 760 CMR 6.08(4) are incorporated by reference into this grievance procedure. These provisions include: (a) the provisions regarding the time and method for initiating a grievance; (b) the requirements of a pre-hearing informal settlement conference between grievant and the CHA about the grievance; (c) the provisions regarding the CHA's setting a hearing date and giving notice to grievant; (d) the grievant right to inspect relevant documents and to secure copies before the grievance hearing; (e) the provisions regarding who may be present at the grievance hearing; (f) the procedural requirements for the conduct of grievance hearings; and (g) the requirements regarding a written decision following grievance hearing.