

TENANT HANDBOOK



2025

WELCOME

The Housing Authority of Mayfield extends to you a most sincere welcome. Providing a decent living accommodation for low-income families is our main concern. Applicants are placed in apartments suited to their family size and reasonable accommodation.

Full and continuous cooperation between residents and management is a must if the development is to operate in an efficient and economical manner. It is only through our combined efforts that the low rent can be continued.

The advice, instructions, and regulations outlined on the following pages are a part of your lease and are designed to provide a clear understanding between you and management.

EMERGENCY PHONE NUMBERS

Police	911
Fire	911
Ambulance	911

HOUSING AUTHORITY NUMBERS

Office	270-247-6391
Cathy Sanderson	Ext# 222
Amy Hobbs	Ext# 223
Angela Lozoya	Ext# 224
Anita England	Ext# 225
Donna Miller	Ext# 226
Greg Vaughn	Ext# 228
Nancy Parks	Ext# 250

Working Hours Maintenance 270-247-6391 Ext# 0

After Hours Maintenance 270-247-6391 (Answering Service will Answer)

1. RESPONSIBILITIES

In order to keep housing, your rent must be paid when due. (Your rent is based on family composition and income; Therefore, any change in income or family size must be reported to your manager in writing within 10 calendar days of the change. These changes must be reported by the 20th of the month). You must maintain proper conduct and take care of all Housing Authority property. HUD requires that tenants maintain their housing in a clean and sanitary condition as a part of the Housing Quality Standards (HQS). This is a general standard that local Public Housing Authorities (PHAs) translate into housekeeping policies for their residents. Failure to meet these standards can be a lease violation and may result in penalties, including eviction.

2. LEASE

To ensure a clear understanding of the privileges and responsibilities of living in this community, you are given an opportunity to review the lease with management. The observance of all provisions of the lease and this handbook assures a good relationship between the tenant and manager. In all tenant-management relationships, fair and impartial treatment is the goal.

This lease may be terminated by either party. The residents must give thirty (30) days written notice. In the case of non-payment, the Housing Authority will give the residents an eviction notice stating the complete amount due and the last payment will be accepted. If the payment is not made within 14 days, the eviction will be sent to the court system.

3. SECURITY DEPOSIT AND UNUSED RENT

You are required to make a \$200.00 Security Deposit. At the time of termination of your occupancy, the security deposit and any unused rent will be applied against any damage to the dwelling unit, any delinquent rent, or other charges (ordinary wear and tear is not considered as damages). Any excess money: shall be refunded to you by mail, within 30 days after the final inspection has been made. The security deposit will not be refunded if the resident has not given a thirty (30) day written notice.

4. PAYMENT OF RENT

As stated in your lease, rent is due and payable in full, on or before the 1st day of each month. Payment should be made at the central office located at 312 Brookside Drive. A \$35.00 late fee will be charged for all rent received after the 7th of the month. All payments should be made to the Housing Authority of Mayfield. If the rent is not paid by the next business day, there will be a \$35.00 eviction charge added to the account and a notice will be issued to the tenant. Payments must be made by check or money order. NO CASH WILL BE ACCEPTED. A \$25.00 will be charged for all returned checks and after 2 returned checks in one calendar year, no personal

checks will be accepted. You may only pay with a money order. A list of financial institutions who will write money orders to the Housing Authority at no charge is available at the central office.

5. ANNUAL RE-CERTIFICATION

Each resident is required to come to the office once a year for an annual re-certification. You will receive a notice from the office to sign a statement stating facts about the number, ages, and income of all persons residing in unit. If you are paying ceiling rent, you will only be re-certified once every three years. Changes to income or family status, covered under responsibilities, will go into effect after your annual re-certification.

6. USE OF DWELLING

Boarders or lodgers are not permitted. Visitors are welcome; however, such visits must be limited to short periods of time such as vacations and Christmas holidays, etc.

If any person has been residing in the unit for over 14 days, during a 12-month period, and is not listed on the lease, they will be considered a boarder or lodger.

NOTE: If your family increases or decreases in size, you should report promptly to the management office, so your file is always correct.

7. RENTERS INSURANCE

The Housing Authority recommends that each resident obtains renter's insurance to protect against loss or damage to personal property. The Housing Authority cannot be held responsible for damage to the resident's personal property.

8. RIGHT OF ENTRY

Management reserves the right to enter your apartment for the purpose of making inspections or repairs even though no member of the family is home.

Also, should there be a court order for removal of property presented to management against you and so itemized. We reserve the right to permit entry by the court's representatives executing the removal of property from your unit.

9. KEYS

You will be furnished with all necessary keys. Any lost key may be replaced through purchasing another at the management office. You must not install locks of any kind on any door in the unit.

10. LOCKOUTS

If you are locked out of your unit, and maintenance is requested to unlock the door, you will be charged for this service.

11. ALTERATIONS

The resident is not allowed to alter, repair, or paint inside or outside the apartment. This includes the installation of a ceiling fan, unless authorized by the Housing Authority Management.

12. SERVICE REQUESTS

Requests for service or repairs must be made through the office. The maintenance department will not make repairs without a work order. (NOTE: On nights and weekends, only emergency repairs will be made. The maintenance department will determine if the request is an emergency. The Housing Authority phones are answered 24 hours a day.

13. CHARGES FOR MAINTENANCE AND REPAIRS

Under the terms of your lease, charges will be made for damage or destruction of property or equipment, if caused by the resident or other that causes damage to your property. Example: Lost keys, broken windows, and plumbing problems. Payments for any damages will be listed on your billing statement and must be paid on the 1st day of the month.

14. PETS

A. Exclusions

1. This policy does not apply to animals that are used to assist people with disabilities. Assistive animals are allowed in all Housing Authority facilities with no restrictions, other than those imposed on all residents to maintain their units and associated in a decent, safe and sanitary manner and to refrain from disturbing their neighbors.
2. This policy in all respects will pertain to disabled families with the exception of the fees, which will be waived.
3. Housing Authority's pet policy prohibits all reptiles and animals or breeds of animals that are considered by the Housing Authority to be vicious and/or intimidating. Some examples of animals that have a reputation of having a vicious nature are Reptiles, Rottweiler's, Doberman Pinschers, Pit-bull dogs, Chows, German Shepherds, mixed breed animals and/or any animal that displays vicious behavior. This determination will be made by a Housing Authority representative prior to the execution of the pet policy lease addendum.

Section I.

1. Pet ownership: A resident may own one domesticated household pets present in the

dwelling unit of such residents, subject to the following conditions:

- A. Each Household may own one pet, either 1 cat or 1 dog. Each bird or other animals than fish shall be counted as a pet. The tenants may have a fish or turtle in an aquarium with no pet charge.
- B. If the pet is a dog or cat, it must be neutered or spayed by the age of six (6) months. The evidence can be provided by a statement/bill from a veterinarian and/or staff member of an animal shelter. The evidence must be provided prior to the execution of this agreement and/or within days of the pet becoming of age to be neutered/spayed. Residents must provide waterproof and leakproof litter boxes. The resident shall not permit refuse from litter boxes to accumulate nor to become unsightly or unsanitary. All soiled litter must be put in a plastic bag and disposed of in the trash receptacle. Also, the weight of the cat cannot exceed 15 pounds (fully grown) and a dog cannot exceed 40 pounds in weight (fully grown). All other four-legged animals would be considered a service animal and will only be allowed with a doctor's statement. These animals could be over the weight limit.
- C. If the pet is a bird, it shall be housed in a birdcage.
- D. If the pet is a fish, the aquarium must be placed in a safe location in the unit. The resident is limited to one container for the fish; there is no limit on the number of fish that can be maintained in the container as long as the container is maintained in a safe and non-hazardous manner.
- E. If the pet is a cat or dog, it must have received rabies and distemper inoculations and booster as applicable. Evidence of inoculation can be provided by a statement/bill from a veterinarian or staff from the humane society and must be provided before the execution of this agreement.
- F. All pets must be housed within the unit, and no facilities can be constructed outside the unit or any pet. No pet shall be loose and if the pet is taken outside, it must be on a leash and kept off other residents' lawns. Also, all pets must always wear collars with identification. Pets without a collar will be picked up immediately and transported to the animal shelter or appropriate facility.
- G. All authorized pet(s) must be under control of an **Adult**. An unleashed pet or one tied to a fixed object, is not considered to be under the control of an adult. Pets unleashed or leashed and unattended on Housing Authority property may be impounded and taken to the local animal shelter. It shall be the responsibility of the resident to reclaim the pet at the expense of the resident. Also, if a member of the Housing Authority staff has to take a pet to the animal shelter, the resident will be charged to cover the expense of taking the pet to the animal shelter.
- H. Pets(s) with the exception of dogs may not be left unattended for more than 24 consecutive hours. Dogs may only be left unattended for twelve consecutive hours. If it is longer than specified hours, the Housing Authority staff may enter the unit and remove the pet and transfer it to the humane society. Any expense to remove and reclaim the pet from any facility will be the responsibility of the resident. In case of an emergency, the Housing Authority will work with the resident to all more than 24 hours for the residents to make accommodations for the pet.
 - 1. Pet(s), as applicable, must be weighed by a veterinarian or staff of the animal shelter. A statement containing the weight of the pet must be provided to the Housing Authority prior to the execution of this agreement and upon request by

the Housing Authority.

2. **Responsible Pet Ownership:** Each pet must be maintained in accordance with this Pet Ownership lease addendum and in accordance with all applicable ordinances, state and local public health, animal control, and animal anti-cruelty laws and regulations governing pet ownership. Any waste generated by a pet must be properly and promptly disposed of by the resident to avoid an unpleasant and unsanitary odor coming from the unit.
3. **Prohibited Animals:** All reptiles, and animals or breeds of animals that are considered by the Housing Authority to be vicious and/or intimidating will not be allowed. Some examples that have a reputation of a vicious nature are: reptiles, Rottweiler, Doberman Pinscher, Pit Bulldogs, Chows, German Shepards and/or any other animal that displays vicious behavior. The determination will be made by the Housing Authority representative prior to the execution of this lease addendum.
4. Pets shall not disturb, interfere or diminish the peaceful enjoyment of other residents. The terms, "disturb, interfere or diminish" shall include but not be limited to barking, howling, chirping, biting, scratching and other like activities. This includes any pets that make noise continuously and therefore disturb any person at any time of the day or night. The Housing Authority may terminate this authorization for a pet if the pet(s) disturb other residents under this section. The residents will be given ten (10) calendar days to make other arrangements for the care of the pet, or the dwelling lease will be terminated. The Resident may request a hearing, which will be handled according to the Housing Authority's established grievance procedure.
5. If the animal should become destructive, represent a threat to the safety and security of other persons or create a problem in the area of cleanliness and sanitation, the Housing Authority will notify the residents, in writing, that the animal must be removed from the Housing Authority property within 5 calendar days of the date of the notice. The pet may remain with the resident during the hearing process unless the Housing Authority has determined that the pet may be a danger or threat to the safety and security of other people. If this determination has been made by the Housing Authority, the pet must be immediately removed from the unit upon receipt of the notice from the Housing Authority.
6. The resident is solely responsible for cleaning up the waste of the pet within the dwelling and on the premises of the Housing Authority property. If the pet is taken outside, it must be on a leash at all times. If there is any visible waste by the pet it must be disposed of in a plastic bag, securely tied and placed in an appropriate garbage receptacle. If the Housing Authority staff is required to clean any waste left by a pet; the resident will be charged \$50.00 for the removal of the waste.
7. The residents shall have pets restrained so that maintenance can be performed in the apartment. The residents shall, whenever an inspection or maintenance is scheduled, either be at home or shall all animals have restrained or caged. If a maintenance worker enters an apartment where an animal is not restrained, maintenance shall not be performed, and the resident shall be removed from the

premises. The Housing Authority shall not be responsible if any animal escapes from the residence due to maintenance, inspections or other activities of the Housing Authority.

8. The Authority will issue pet tags for dogs and cats, which must be attached to the front living room window. Any dog or cat found on Housing Authority property without a tag will be removed and taken to the animal shelter.
9. Service Animal: No weight restriction, the tenant must bring in documentation of certification (animal must meet guidelines with city ordinances.)
10. Emotional Support Animal: All animals must meet house authority guidelines.

Section II. Schedule of Initial Fee and Monthly Fees

FEE SCHEDULE

(An Initial Fee and monthly fee are required for each pet)

Type of Pet	Initial Fee	Monthly Fee
Dog	\$100	\$25
Cat	\$100	\$25
Caged Pet	\$20	\$5

The initial pet fee must be paid in full, prior to the execution of the pet agreement. No pet shall be allowed in the unit prior to the completion of the terms of this pet policy. The monthly fee will be charged for your pet on your monthly statement of charges. The monthly fee shall be paid at the time rent is due each month. The initial and monthly fees are not reimbursable in the event that the pet for any reason is removed from the premises during the month. However, if the pet dies, it may be replaced without paying another initial pet fee.

THERE SHALL BE NO REFUND OF THE INITIAL OR MONTHLY FEES.

It shall be a serious violation of the lease for any resident to have a pet without proper approval and without having complied with the terms of this policy. Such violation shall be a violation of the lease (a serious violation) and the Housing Authority may issue a termination notice. The resident will be entitled to a grievance hearing in accordance with the provisions set forth in the Grievance Procedure, as applicable. The resident will be given a chance to correct the problem before eviction.

Residents are not allowed to pet sit and visitors are not allowed to bring their pet on to Housing Authority property. The Housing Authority considers this to be a serious violation of the lease.

15. PEST CONTROL

Report to the management office with the presence of any type of pest. The Housing Authority contracts with a professional exterminator for the treatment of pests; there is no charge for this

service, unless the problem goes beyond normal control. Residents are not permitted to use any over the counter pest eliminator, as this interferes with the housing authority's pest control program.

16. INFECTIOUS DISEASES

Report any case of infectious or contagious diseases to the health department. children with such diseases should be kept indoors until your doctor or health department considers the disease no longer communicable.

17. CONDUCT OF CHILDREN

Parents are responsible for the care and conduct of their children in the community. You will be charged for damage caused by your children to any Housing Authority's property. This charge will appear on your monthly statement and will be payable in full. graffiti spray paint, b-b guns, archery sets, slingshots, paint ball guns, air soft guns, and other similar items are not permitted.

18. UNIT INSPECTION

A representative of the management office will make a complete inspection of your apartment, at least once a year, more often, if necessary. you will be notified 2 days in advance of these inspections. This is being done to ensure the care of Housing Authority property by all tenants and to list any unreported repairs.

19. PERSONAL MESSAGES

Management cannot deliver personal messages or accept personal telephone calls for you.

20. EXTERIOR DOORS

When using air conditioner or furnace, to keep your energy costs at a minimum, be sure that all doors and windows are securely closed. All storm doors should be latched to prevent wind damage.

21. CARE OF FLOORS

The proper care of your tile floors is of great importance.

1. Clean floors with lukewarm water or, if necessary, a weak solution of mild soap and water. After washing, floors should be rinsed with clear water.
2. After cleaning floors, do not apply any wax on the floors .
3. Never use any oily or greasy material on these floors; this will create a slipping

hazard and will cause the tiles to buckle or to deteriorate.

4. Do not use furniture, mop & glo, or other hard waxes.
5. To prevent furniture from damaging the tile floors, place “coasters” between the floor and sharp or rough edges on furniture legs. Steel or metal tips on furniture legs will cause rust on tile floors.

22. CARE OF WALLS AND CEILING

To keep your walls clean, wash them whenever necessary with soap and water. This is your responsibility. Wallpaper, borders, or contact paper is not permitted.

23. WINDOW SCREENS

Screens may be removed for cleaning but must be promptly replaced and secured. They are not to be removed and stored during the winter months but shall always remain in place. any damaged screens will be repaired and billed to the residents.

24. CARE OF RANGES

The most important item in the proper care of your range is cleanliness of burners and the inside and outside surfaces. Grease splatters and boil overs should be cleaned after each use. Burners and drip pans may be removed from the stove for cleaning. Best results are obtained by the use of mild soap and water solution. Never wash the surfaces of your range while hot. Special care should be taken with gas-jet knobs and oven door handles. Do not make adjustments to your stove. if adjustments are necessary, notify the management office. If you do not know how to clean your cook stove, contact management for instructions. Do not use your range for heating purposes.

25. CARE OF REFRIGERATORS

1. Cleaning outside of the refrigerator - a lukewarm solution of mild soap and water is recommended, also, the outside surfaces can be preserved with liquid refrigerator wax.
2. For cleaning inside a solution of baking soda and warm water is recommended.
3. When opening the refrigerator, always use the handle. grease and soap from hands touching the rubber door seal destroys it. Never use an ice pick or knife to loosen trays in the freezing unit. Such practice leads to serious damage, and the resident will be charged.
4. Clean the refrigerator door gaskets monthly with Windex or a similar glass cleaner.

If you have questions regarding the use of equipment, please call the management office. Since

plastic is now used in the manufacture of the interior of a refrigerator, we recommend that proper care is taken, so freezer doors, trays, shelves, etc, will not be damaged.

26. HEATERS/AIR CONDITIONERS

The furnace/air conditioner in your apartment will be serviced at the beginning of each season. To regulate heat/air conditioning, set thermostat to auto and desired temperature, it will automatically turn on and off. Recommended setting for heat is 73 degrees, for air conditioning 75 degrees.

27. VENTILATION

Your apartment should be properly ventilated all year. The amount of ventilation will depend on the outside temperature and weather conditions.

Failure to observe this practice will result in the walls and ceilings becoming damp or wet, causing damage to the apartment and an unhealthy condition for your family.

28. KITCHEN SINK DRAIN

Do not pour food or used cooking grease down the drain. This will eliminate the possibility of a stopped-up drain by the accumulation of hardened grease. Let the hot water run about a minute after each washing. Do not remove sink strainer except for cleaning. Do not use lye or commercial solvents. Keep out all grass, matches, pins, coffee grounds, mop strings, etc. as such items can impair or stop drainage. Remember: neglect on your part may cost you!

29. RADIO, TELEVISION AND ANTENNAS

No antennas of any type are to be installed. Satellite dishes are acceptable only with the written consent of the housing authority. No loud radios, TVs or musical instruments. Quiet time will be enforced after 10:00 p.m.

30. CURTAIN RODS

Do not remove curtain rods or shower curtain hooks. These fasteners are recommended to hold curtains or drapes in place.

31. CARE OF SHOWER

Clean the shower weekly. Do not use an abrasive cleaner, such as comet or scratch pads. Use products such as magic eraser, 409, or any cleanser recommended to clean fiberglass showers.

32. PICTURE HANGERS

You must use small nails to hang pictures. do not use screws, large nails or anything sticky on the walls. TV's may not be mounted to any walls.

33. ABANDONED PERSONAL PROPERTY

If you leave furniture or other property (this includes any leased or rented items), in the apartment and/or storage room when you move, management will dispose of all property upon receipt of the apartment keys, and you will be charged for the removal. Any house furniture that remains outdoors will be considered abandoned personal property and will be removed.

34. GARBAGE DISPOSAL

Management has furnished each tenant with adequate containers to provide for all trash. The residents must place their trash container at the curb on the appropriate day. All trash should be placed in plastic garbage bags and tied before being placed in the container. Do not store cans and other items for recycling outside the unit. When trash has been picked up, it is the responsibility of the resident to place the container in the back of the unit. If trash is not taken to the curb there will be a \$50.00 charge added to the tenant's account.

35. CARE OF YARDS

You are responsible for the care of the yard and street space around your apartment. Your lawn must be free of all debris. There will be a charge of \$10.00 per item for any litter picked up out of your yard or the street in front of your unit. Digging and general abuse in yards by children will result in charges. Fencing or barriers of any kind are not permitted. If you desire to take care of mowing and trimming, you may do so. Residents may plant flowers only in designated areas. Once items are planted, they become the property of the housing authority. Every precaution will be taken when mowing or trimming not to damage them, but we will not be responsible for damage.

36. CARE OF WALKS

You are responsible for the care of all sidewalks to your apartment, during all seasons of the year. This includes keeping walks free of ice and snow during the winter. No outside furniture is allowed on sidewalks.

37. BICYCLES/TRICYCLES/RIDING TOYS

Bicycles must not be ridden on the sidewalks or parking lot around the main office or community building. All riding toys are to be stored in the rear of unit. They must be chained to clothesline poles. The number of bicycles/tricycles/riding toys stored outside may not exceed the number of people on the lease.

38. EXTERIOR PLAY EQUIPMENT (TOYS) & LAWN FURNITURE

At all Public Housing Sites, hard sided swimming pools, any inflatable amusement equipment, including but not limited to inflatable pools, bounce houses, water slides, or similar devices, basketball goals and play structures are not allowed. Lawn furniture is permitted only on the porch. Recliners and other household furniture are not allowed on porch.

39. PARKING

Residents who own and must park a vehicle in a space restricted for residents (driveway) must abide by the following:

1. Residents must register all vehicles owned and/or operated by their household with the Housing Authority. All vehicles must have permit displayed.
2. At northeast court, and southside circle; visitors must park in the street. At willow east and west, parking for residents is marked, visitors must park in the street or the community building parking lot.
3. Vehicles which are not operable or not properly licensed are not allowed on Housing Authority property.
4. Residents are not allowed to wash or repair vehicles with the exception of changing flat tires or cleaning the interior.
5. Parking, stopping, or driving in yard areas (grass) is not allowed for any reason.
6. Failure to properly display or possess a valid parking permit or comply with all other parking and vehicle rules will result in a \$50.00 fine and/or towing of the vehicle at the owner's expense.

Parking shall be in accordance with management regulations and all city ordinances. Residents with any vehicle that is not in accordance with regulations and ordinances will be given a 24-hour courtesy notice before the city police department issues a citation and have a vehicle removed. (this includes cars without proper license or cars considered inoperable).

40. CARPET INSTALLATION

Use only jute-backed carpet. The use of carpet adhesive is prohibited. Carpet tape may be used only where necessary, such as doorways and seams.

41. SMOKE ALARMS

Each unit is equipped with a hard-wired smoke detector. in the presence of smoke, even a small amount, like from burned toast, the alarm will sound. To ensure the smoke detector is operating properly, residents are required to test their smoke detector once a month. If after testing the smoke detector, it fails to respond or at any time it malfunctions, contact the management office at once. Smoke detectors are there for your safety, residents are not allowed to tamper with or disconnect the smoke detector. This will result in a \$50.00 maintenance charge.

42. GRIEVANCE PROCEDURE

PURPOSE:

This procedure has been adopted to provide a forum and procedure for residents to seek a just and efficient settlement of grievances against decisions made by the Housing Authority of Mayfield (MHA).

APPLICABILITY:

Hud has determined that the applicable laws of the state of Kentucky require residents to be given the opportunity for a hearing in court which provides the basic elements of due process before eviction from a dwelling unit. Therefore, MHA has determined that this grievance procedure shall not be applicable to any termination of tenancy or eviction that involves:

- A. Any activity that threatens the health, safety or right to peaceful enjoyment of MHA premises by other residents or employees of MHA.
- B. Any drug-related criminal activity on or off such premises.

The MHA grievance procedure shall not be applicable to disputes between tenants not involving MHA or to class grievances. This grievance procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of tenants and MHA Board of Commissioners.

DEFINITIONS:

Complainant is defined as any MHA tenant whose rights, duties, welfare or status are adversely affected by MHA action or failure to act and who files a grievance or complaint with MHA with respect to such action or failure to act.

Grievance is defined as any dispute with respect to MHA's action or failure to act in accordance with lease requirements, or MHA action or failure to act involving interpretation or application of MHA's regulations, policies, or procedures which adversely affects the rights, duties, welfare or status of the complainant.

Drug-related activity is defined as illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance.

Hearing officer is defined as an impartial person selected by MHA who did not participate in the decision grieved or is a subordinate of the person(s) participating in the decision grieved.

Days as used herein shall mean calendar days.

MHA is the Housing Authority of Mayfield, Kentucky (MHA), a public body corporate and politically organized and existing under the laws of the state of Kentucky.

Notice as used herein, unless otherwise specifically provided, means written notice. Notices to the complainant shall be sent via first class mail, other notices may use electronic format unless specified differently below.

Resident shall mean the adult person (or persons) other than a live-in aide who resides in the unit and who executed the lease with MHA as lessee of the dwelling unit or is the remaining head of the household of the resident family residing in the dwelling unit.

INCORPORATION IN LEASE:

This grievance procedure shall be incorporated by reference in all leases between residents and MHA, whether or not so specifically provided in such lease's informal settlement of grievance:

Any grievance shall be personally presented in writing to the MHA central office staff or to the site office staff, in which the complainant resides within 10 calendar days of the event causing the grievance so that the grievance may be discussed informally and settled without a hearing. A summary of such a discussion shall be prepared within 10 calendar days with one copy mailed to the resident and one copy retained in the MHA's resident file. The summary shall specify the names of the participants, date of meeting, the nature of the proposed disposition of the complaint and specific reasons therefore and shall specify the procedures by which a hearing may be obtained if the complaint is not satisfied.

If the grievance is determined to fall within one of the two exclusions mentioned above, then within 10 calendar days of presentation of the written grievance, the complainant will be sent written notice of such exclusion.

FORMAL GRIEVANCE HEARING:

Requests for a hearing shall be submitted personally in writing to the MHA central office staff or to the site office staff, in which the complainant resides within 10 calendar days of the date of the summary of the informal settlement conference. The written request shall specify the reason(s) for the grievance and the relief sought.

The grievance hearing shall be conducted by a hearing officer appointed by MHA.

If the complainant does not request a hearing in accordance with this grievance procedure, then MHA's disposition of the grievance at the informal settlement phase shall become final.

The hearing shall be scheduled by the hearing officer for a time and place reasonably convenient to the complainant, hearing officer and MHA. A written notification specifying the time, place and procedures governing the hearing shall be sent via first class mail to the complainant, hearing officer and MHA.

Reasonable accommodation for persons with disabilities will be provided by MHA.

Hearing procedures:

The hearing shall be held before a hearing officer.

The complainant shall be afforded a fair hearing which shall include:

- A. The opportunity to examine before the grievance hearing any MHA documents, including records and regulations that are directly relevant to the hearing. The complainant shall be allowed to copy any such documents available for Examination upon request by the complainant; MHA may rely on such document(s) at the hearing.
- B. The right to be represented by counsel or other person chosen as complainant's representative and to have such person make statements on the complainant's behalf.
- C. The right to private hearing unless the complainant requests a public hearing.
- D. The right to present evidence and arguments in support of complainant's complaint, to controvert evidence relied upon by MHA and to confront and cross-examine all witnesses upon whose testimony or information MHA relies.
- E. A decision based solely and exclusively upon the facts presented at the hearing.

The hearing officer may render a decision without proceeding with the hearing, if the hearing officer determines that the issue(s) has been previously decided in another proceeding.

If the complainant or MHA fails to appear at a scheduled hearing, the hearing officer may make a determination to postpone the hearing for a period not to exceed 10 calendar days or may make a determination that the party has waived their right to a hearing. The complainant and MHA shall be notified of the hearing officer's determination. Provided that a determination that the complainant has waived their right to a hearing shall not constitute a waiver of any right the complainant may have to contest MHA's disposition of the grievance in the appropriate judicial proceeding.

At the hearing the complainant must first make a showing of an entitlement to the relief sought and thereafter MHA must sustain the burden of justifying MHA's action or failure to act against which the complaint is directed.

The hearing shall be conducted informally by the hearing officer and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under rules of evidence applicable to judicial proceedings. The hearing officer shall require MHA, the complainant, counsel and other participants or spectators 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 interests

of the disorderly party and granting or denial of the relief sought, as appropriate.

The complainant or MHA may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

Decision of the hearing officer:

The hearing officer shall prepare a written decision, together with the reasons therefore, within a reasonable time after the hearing. A copy of the decision shall be sent to the complainant and MHA. A copy of the hearing officer's decision shall be retained in the complainant's file.

The decision of the hearing officer shall be binding upon MHA which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the MHA Board of Commissioners determines within a reasonable time, and promptly notifies the complainant of its determination that the grievance does not concern MHA action or failure to act in accordance with or involving the complainant's lease or MHA regulations, which adversely affect the complainant's rights, duties, welfare, or status; or the decision of the hearing officer is contrary to applicable federal, state, or local law, HUD regulations or requirements of the annual contributions contract between HUD and MHA.

A decision by the hearing officer or board of commissioners in favor of MHA which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of, nor affect in any manner whatever, any rights the complainant may have to judicial proceedings, which may thereafter be brought in the matter.

MHA eviction actions:

If the complainant requested a hearing involving an MHA notice of termination of tenancy and the hearing officer upholds MHA's action to terminate the tenancy, MHA may not commence eviction in state court until MHA has received the hearing officer's written decision.