

123

IN THE UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF PENNSYLVANIA

ALMA PLUMMER, :  
MARSETTA LEWIS, : CIVIL ACTION  
LINDA THORNE, :  
ROSALIE QUANN, :  
DAVID MISSOURI, :  
GLADYS GRAHAM, :  
THERESA JOHNSON, :  
LAVERNE JOHNSON, :  
and ARA SUMMERS, on behalf :  
of themselves and all others :  
similarly situated, :  
  
Plaintiffs, : CLASS ACTION

vs. :

THE PHILADELPHIA HOUSING AUTHORITY; :  
THOMAS J. KELLY, individually and :  
in his capacity as Executive Director :  
of The Philadelphia Housing Authority; :  
THOMAS McINTOSH, :  
CARMELITA LARNER, :  
THOMAS MAGRANN, :  
CLAYTON CARTER, and :  
FROSTENA KEE, individually and in :  
their capacities as directors of :  
The Philadelphia Housing Authority; :  
  
THE UNITED STATES DEPARTMENT OF : NO. 73-1676  
HOUSING AND URBAN DEVELOPMENT; :  
JAMES T. LYNN, individually and :  
as HUD Secretary; :  
THEODORE ROBB, individually and :  
in his capacity as Regional :  
Administrator of HUD; :  
JOSEPH LaSALA, individually and :  
in his capacity as Director, :  
Housing Management Division of :  
HUD; and :  
SAUL FRIEDMAN, individually and :  
in his capacity as Director, :  
Housing Management Division of :  
HUD, :  
  
Defendants. :

172

AGREEMENT

1. The above named plaintiffs have filed an action on behalf of themselves and all others similarly situated, against, among others, The Philadelphia Housing Authority (PHA), Thomas J. Kelly, both individually and in his capacity as Executive Director of PHA, Thomas McIntosh, Carmelita Larner, Thomas Magrann, Clayton Carter, and Frostena Kee, both individually and in their capacities as directors of PHA (all hereinafter referred to as "All PHA defendants"), seeking both monetary and declaratory relief. Further, said plaintiffs have filed a motion for preliminary injunction to compel PHA to take certain actions with respect to the named plaintiffs, and to adopt and apply henceforth certain rules, regulations, and procedures with respect to all others similarly situated, both now and in the future.

2. Plaintiffs' claims concern PHA practice and policy with respect to the granting or denying of requests by PHA tenants for transfer from one PHA-operated dwelling unit to another. Such claims are alleged by plaintiffs to be based on provisions of the Fifth and Fourteenth Amendments of the Constitution of the United States; the Civil Rights Act of 1871, 42 U.S.C. §1983; Circular RHM 7465.9 of the Department of Housing and Urban Development; the PHA dwelling unit lease; and a certain Memorandum of Understanding between PHA and the Resident Advisory Board of Philadelphia, an unincorporated association, executed and claimed by plaintiffs to be incorporated by reference in the PHA dwelling lease.

3. All PHA defendants dispute the allegations of the Complaint that the plaintiffs have been deprived of any rights, or that PHA has breached or failed to perform any duty or obligation it might owe said plaintiffs. On the contrary, all PHA

defendants maintain that the action brought by plaintiffs herein is totally without merit, and that the Court would so find upon consideration of the matter.

4. Plaintiffs maintain that their claims advanced in this action are meritorious, and that suit was brought solely for the purpose of remedying widespread deprivation of substantive and procedural rights. Adherence by plaintiffs to this agreement shall not be construed as an admission of the truth of any of the allegations in paragraph three.

5. In the interests of avoiding burdensome litigation, the parties are desirous of resolving the issues presented herein by agreement.

THEREFORE, it is agreed by and between the parties:

6. Counsel for plaintiffs will not object to the severance of the action of plaintiff-intervenor Claudia Glover from the ~~balance~~ of this class action suit, whether such severance is accomplished pursuant to an Order of the Court issued sua sponte, or otherwise. Further, plaintiff-intervenor, by her counsel, agrees to such severance.

~~7.~~ All claims for damages and demands for monetary, declaratory, or injunctive relief against all PHA defendants are settled by this agreement, and plaintiffs agree to execute appropriate general releases for the benefit of PHA, in the form annexed hereto as Exhibit "A" as a part of this settlement.

~~8.~~ As to the named plaintiffs in this action, PHA will attempt in good faith to take the steps indicated below, as quickly as possible within reason, provided that the respective named plaintiff performs his undertaking, also indicated below:

- 182
- A. Alma Plummer - The Plummer family will be given a transfer to a unit of appropriate size in the Germantown or Nicetown area, and preferably in Morton Homes, provided such unit is available and prepared for occupancy.
  - B. Ara Summers - Plaintiff Summers is to submit her request for transfer on the proper form to Mrs. Anne Young of the PHA. Her request for transfer will be deemed effective as of April 24, 1973.
  - C. Linda Thorne - Plaintiff Thorne agrees to pay an additional \$8.00 per month on her arrears, and prefers to be transferred to a house of appropriate size at Raymond Rosen Homes; if no such house is available, Ms. Thorne will be transferred to a smoke-free unit in the high-rise buildings at Raymond Rosen Homes.
  - D. Gladys Graham - Plaintiff Graham will be transferred to a scattered site unit of appropriate size if available, preferably in the northern part of North Philadelphia. An attempt will be made to provide plaintiff Graham with a house with an enclosed yard. However, if no scattered site unit is currently available, plaintiff Graham will be transferred to a unit in a conventional site.
  - E. Marsetta Lewis - Plaintiff Lewis will be placed on the waiting list for transfer to a suitable unit at Plymouth Hall, or to Germantown House. The effective date of her transfer request is December 14, 1972.
  - F. David Missouri - Plaintiff Missouri will be placed on the waiting list for Oxford Village as of December 14, 1972.
  - G. Theresa Johnson - Plaintiff Johnson and her mother will sign a payment agreement acknowledging and jointly assuming the prior existence of the mother's \$700 debt to PHA, to be paid off by them at a rate of \$35 per month. It is further understood by plaintiff Johnson that occupancy standards will be strictly enforced. Plaintiff Johnson would prefer a scattered sites unit in West Philadelphia, or alternatively a similar unit in far North or South Philadelphia. However, if such a unit is not available, Ms. Johnson will be transferred to a conventional site in West Philadelphia if available.
  - H. Rosalie Quann - Plaintiff Quann and her family have been approved for transfer, and would prefer a unit of appropriate size at Haddington Homes or Westpark Apartments. If such is not available, Ms. Quann will be transferred to Schuylkill Falls.

I. Laverne Johnson - Plaintiff Johnson will sign a new payment agreement, with 70% of her Brooke Amendment rebate going to rent arrears. She is approved for transfer, and upon commencement of the increased payments on rent arrearage, she will be transferred to a unit of appropriate size at Schuylkill Falls.

9. Plaintiffs agree to withdraw with prejudice their motion for preliminary injunction in this matter.

10. Further, PHA agrees that, subject to any exceptions stated herein, the following procedure will be instituted and carried out relating to pending and future requests by PHA tenants for transfers from one PHA-operated dwelling unit to another (For the purposes of this paragraph, an applicant for transfer who has had an unappealed judgment entered against him for possession of the PHA unit he or his family occupies, and has not executed a payment agreement or vendor payment agreement, shall be deemed to be other than a tenant. Further, it is agreed that the parties hereto shall submit a stipulation to the Philadelphia Municipal Court providing that judgments of possession obtained against a tenant in his former unit shall operate with the full force and effect of law against such tenant in the unit to which he has been transferred pursuant to this agreement; and such judgment for possession shall be considered for all intents and purposes to be applicable to possession of the second unit.):

A. Tenants desiring transfers shall make their request on forms which they will obtain from their project or scattered sites manager's office, returning a completed form to the manager and retaining a duplicate for their own records. Forms are to be kept readily available in the managers' offices, and shall be furnished every tenant who approaches his or her manager to request a transfer. A model of form to be used is annexed hereto and marked Exhibit "B".

172

B. A written notice of the decision of The Philadelphia Housing Authority shall be sent or delivered to the tenant within thirty (30) days of receipt of his request in the manager's office. If the tenant's request states that an emergency exists, and describes briefly that emergency, PHA shall have ten (10) days within which to render its decision as above. An emergency shall be said to exist if the facts of the tenant's case show an imminent danger to life, health or safety.

C. Upon receipt of a transfer request by The Philadelphia Housing Authority, the Authority shall proceed to investigate the tenant's claim, and determine the facts. Denials of transfers or responses indicating that a timely response is not possible, shall be supported by such fact, which shall be responsive to the claims raised in the tenant's request.

D. The parties contemplate that where a transfer request is based solely upon alleged failure to perform necessary maintenance and repairs, PHA shall attempt to correct the deficiencies complained of as a preferred alternative to a transfer, provided that such work must be done within the time limits for decisions on transfers; that is, within thirty (30) days, except for emergencies, when the time limit shall be ten (10) days.

E. Transfers shall be granted upon a showing of good cause, but "good cause" shall not be deemed to exist where the tenant's intentional acts, wanton negligence, or reckless disregard for the property or rights of others has created, or contributed to, the situation which he seeks to avoid by the requested transfer. However, transfers shall be granted where appropriate to alleviate or avoid serious hardship.

F. Emergency transfer requests shall cease to be treated as emergencies should a tenant refuse an offer of a unit appropriate to his or her needs.

G. If a tenant is compelled by urgent circumstances beyond his control to accept an emergency transfer to a project or immediate neighborhood other than that in which he has been living, and desires to return to his former project or scattered site immediate neighborhood at the earliest possible date, he shall be permitted to do so. However, the PHA shall not be obligated to grant such second transfers to tenants wishing to move to projects or immediate neighborhoods other than those in which they formerly resided. Further, tenant will be responsible for the payment in full of all charges for rent due or damage done to the unit to which he is first transferred as a condition precedent to the second transfer.

H. The fact that a tenant may have established a rent delinquency shall not operate to deny or delay his right to transfer. However, such tenants shall be required upon being approved for transfer to execute a payment agreement in form acceptable to PHA covering current rent plus a surcharge on arrears. Such payment agreement shall provide for a cash payment of 50% of the arrearage by the tenant to PHA prior to the actual transfer, and for the repayment of the balance within a one-year period thereafter. A payment agreement may also consist of vendor payments from the Department of Public Welfare, in which case no initial cash payment shall be required. PHA must have received written notice of approval for vendor payments from the Department of Public Welfare for an applicant for transfer before such applicant shall be considered to have made a "payment agreement" under this paragraph. No such repayment agreement shall be construed as a waiver of any right which a tenant may have to abatement of his rent pursuant to the United States Department of Housing and Urban Development

172

Circular RHM 7465.8, or to any other legal defense which a tenant may have in a dispute as to rent. If it is subsequently determined either administratively or by a court of competent jurisdiction that the tenant is entitled to a rent abatement or other offset for any part of the period covered by the repayment agreement, then PHA shall return to the tenant the amount determined to have been properly subject to abatement. However, the above in no way prejudices PHA's right in any appellate proceeding to contest the validity of the said rent abatement, and to recover funds wrongfully determined to be subject to abatement if the appellate tribunal so holds.

I. All transfer requests submitted by tenants of PHA prior to the effective date of this stipulation on which either no decision has been rendered or a transfer orally denied, and no satisfactory reason given, shall have the right to be re-submitted and receive a timely written response as provided above. If the renewed request is approved, it shall be deemed to have been submitted as of the date of submission of the original request, provided that the date of the original request be corroborated by an authenticated writing, whether in possession of the tenant or PHA. To implement this provision, the annexed notice, marked Exhibit "C", shall be published in The Good Neighbor.

J. The Philadelphia Housing Authority will keep a list of all tenants approved for transfers, the date on which the transfer was approved, together with a list of numbers of available units of appropriate size in the project or area to which the tenant desires to be transferred. The purpose of this list shall be to advise tenants of the status of their transfers in response to inquiries from tenants.



112

K. All moving costs incidental to approved transfers shall be borne by the tenant and not by PHA. Tenants who are being transferred shall be required to leave their former apartments in the same condition they found them, normal wear and tear excepted, and no provision of this stipulation shall be construed as a waiver of the right of PHA as stated in its lease, to recover from the tenant any costs of repairing damage to his or her former unit, or costs of cleaning or repainting such unit where due to tenant abuse or neglect. Payment of such charges shall be a condition precedent to the delivery of possession of the new unit, except where a valid emergency exists. However, if such charges exceed the sum of \$15.00, PHA shall accept either \$15.00 or 50% of the charges, whichever is higher, and the execution of a payment agreement for the payment in installments of the balance of the charges within a reasonable period of time as satisfaction for the requirements of this clause.

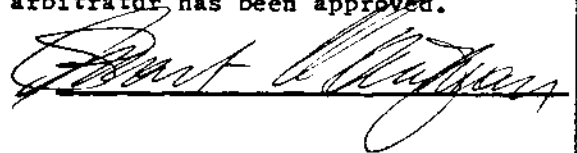
L. In determining whether a transfer request should be approved, the applicant's time of residence in his present unit shall be considered. During the applicant's first year of residency, no transfer shall be approved unless compelling need is amply demonstrated. During the applicant's second year of residency and thereafter, a request for transfer shall be approved upon a showing of good cause.

M. Applicants whose transfer requests are denied may apply for a grievance hearing on the denial of the transfer request. Such grievance hearing shall comply with the requirements of HUD Circular RHM 7465.9 concerning tenant grievance hearings, as set forth and explained in extenso in the relevant provisions of the Stipulation between the parties in the case of Brown, et al. v. PHA, et al. (E.D. Pa., Civil Action No. 72-2083).

11. It is agreed that this Agreement determines the rights, duties, powers, and obligations of the parties only under presently existing HUD regulations, particularly Circular RHM 7465.9, and under the presently existing form PHA dwelling lease. True and correct copies of HUD Circular RHM 7465.9 and the PHA form dwelling lease currently in effect are attached hereto and marked Exhibit "D" and Exhibit "E", respectively. It is expressly understood that nothing in this Agreement shall be deemed or construed to prevent HUD from amending, deleting, supplementing, or in any way modifying its regulations, nor to prevent PHA from amending, deleting, supplementing, or in any way modifying its form dwelling lease, in conformity with applicable law.


If plaintiffs herein, or anyone else, challenge the legality of the issuance or enforcement of any provision of a revised PHA dwelling lease, or of revised HUD regulations, from this day forward, this Agreement shall be inadmissible into evidence in any such action to show such illegality.

12. The provisions of this Agreement shall take effect immediately upon execution of this Stipulation. However, if no grievance hearing arbitrator has been approved by the Court deciding Brown, et al. v. PHA, et al., above, failure to provide a grievance hearing shall not be construed as a violation of this Agreement so long as no such arbitrator has been approved.

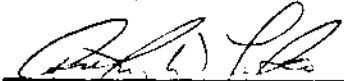


STUART KAUFMAN  
JANET STOTLAND  
Counsel for Plaintiffs.  
Community Legal Services, Inc.  
313 S. Juniper St.  
Philadelphia, Pa. 19107  
PE 5-6101

APPROVED BY:

  
EDWARD BECKER, J.  
UNITED STATES DISTRICT COURT

Dated: \_\_\_\_\_

  
ARTHUR W. LEPCO,  
Counsel for Defendant,  
The Philadelphia Housing Authority  
2012-18 Chestnut Street  
Philadelphia, Pa. 19103  
LO 4-5250

# Know all Men by these Presents

THAT .....

for and in consideration of .....

do hereby remise, release, and forever discharge .....

heirs, executors and administrators, of and from all, and all manner of, actions and causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, claims and demands whatsoever in law or equity, especially .....

which against the said .....

ever had, now have, or which ..... heirs, executors, administrators, successors or assigns, or any of them, hereafter can, shall or may have, for, or by reason of any cause, matter or thing whatsoever, from the beginning of the world to the date of these presents.

IN WITNESS WHEREOF, ..... have hereunto set ..... hand and seal the ..... day of ..... in the year of our Lord one thousand nine

hundred and .....  
SIGNED, SEALED AND DELIVERED }  
in the presence of



EXHIBIT A

THE PHILADELPHIA HOUSING AUTHORITY  
Inter-Project Transfer Request

\_\_\_\_\_  
(date)

I - Project Management Office PA-2-

I (we) hereby request a transfer.

Name (husband-wife) Last Name \_\_\_\_\_ Address \_\_\_\_\_ Unit No. \_\_\_\_\_

Bedrooms: From \_\_\_\_\_ to \_\_\_\_\_. Adults: \_\_\_\_\_ Minors: \_\_\_\_\_

Reasons for transfer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Will family accept unit in any location? \_\_\_\_\_

If not, state preferences in order: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed: \_\_\_\_\_  
Applicant

II - Director of Admissions

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

III - Rental Office

Chief \_\_\_\_\_ Cards: Priority \_\_\_\_\_ Master \_\_\_\_\_

Certify to \_\_\_\_\_ File Complete \_\_\_\_\_

INSTRUCTIONS

1. Tenant to complete Section I; tenant to retain one copy.
2. Attach most recent Continued Occupancy Application, Income Rent Computation Sheet, and 3 x 5 AD card (copies).
3. Forward in duplicate to Director of Management for approval.

NOTICE TO BE PUBLISHED IN THE GOOD NEIGHBOR:

DID YOU REQUEST A TRANSFER?

If you requested a transfer more than thirty (30) days ago, and have not yet received a decision, you can go to your manager's office and make your request again, on a form which he will give you. If you can show the date on which you originally requested a transfer, and if your request is approved, you will be put on a waiting list as of the date of your first application.

EXHIBIT "C"

# DWELLING LEASE

Unit No.

Lease No.

**THE PHILADELPHIA HOUSING AUTHORITY**

To

---

DWELLING ADDRESS:

STARTING DATE:

MONTHLY RENT:

## DWELLING LEASE

THE PHILADELPHIA HOUSING AUTHORITY (hereinafter referred to as "Management") hereby leases to Tenant the following premises on the following terms:

Apartment Address \_\_\_\_\_ Apt. No. \_\_\_\_\_ Unit No. \_\_\_\_\_ Acct. No. \_\_\_\_\_ Bedroom Size \_\_\_\_\_

Name of Project \_\_\_\_\_ Project No. \_\_\_\_\_ Anniversary Date \_\_\_\_\_

Name of Tenant \_\_\_\_\_ Security Deposit \_\_\_\_\_

Occupancy Date \_\_\_\_\_

Rent on signing of this lease \$ \_\_\_\_\_

Rent on first regular rent date \$ \_\_\_\_\_

Rent of \$ \_\_\_\_\_ due on the \_\_\_\_\_ day of each month beginning \_\_\_\_\_

\_\_\_\_\_ and rent of \$ \_\_\_\_\_ due on the \_\_\_\_\_ day of each month

beginning \_\_\_\_\_

### TENANT AGREES:

1. To pay his rent on the due date specified.
2. To live in a peaceful way respecting the rights of his neighbors to privacy and quiet.
3. To give Management fifteen (15) days written notice before moving.
4. To fill out yearly, upon the request of Management, a signed Application for Continued Occupancy.
5. To pay for repairs to all property which he has intentionally and maliciously damaged.
6. To pay a security deposit.
7. To report to Management all maintenance problems and damage to the apartment within twenty-four (24) hours for repair.
8. Not to sublet his apartment.

9. Tenant further agrees and understands that the terms and conditions of this lease may be changed by Management after 30 days written notice of such change, provided however, that all such changes made by Management will conform to the Memorandum of Understanding, other outstanding agreements between Management and Tenant Councils, the rules and regulations of the United States Department of Housing and Urban Development, and the policies of the Philadelphia Housing Authority.
10. Tenants of scattered site units are responsible for the removal of ice and snow from the front of their dwelling units. In cases of more than one family in a building, it will be the responsibility of the first floor tenant. A rent credit will be allowed to cover the cost of needed materials.

**MANAGEMENT AGREES:**

1. To maintain the apartment in good condition and in compliance with all applicable laws, rules, and regulations.
2. To make needed repairs promptly, and to charge Tenant only for repairs to property intentionally and maliciously damaged by Tenant.
3. To reduce Tenant's rent at any time he is entitled to an interim rent reduction under applicable rules and regulations.
4. To allow Tenant to pay rent twice a month if Tenant shows good cause.
5. To give Tenant thirty (30) days written and oral notice prior to termination of this Lease, as provided in the Memorandum of Understanding. Such written and oral notice shall be in clear and understandable terms and shall include the following:
  - (a) a full statement of the reason for the action, including reference to applicable regulations and the alleged facts upon which the action is based and
  - (b) a statement of the Tenant's right to a hearing and the means by which a hearing may be obtained.If Tenant requests a hearing, he will not be evicted or have his lease terminated before a hearing is held and a decision rendered.
6. To grant Tenant a rent extension in writing if Tenant shows good cause.
7. To terminate this Lease or evict Tenant for no other reason than the following:
  - (a) non-payment of rent  
or
  - (b) serious intentional destruction of the apartment  
or
  - (c) serious interference with the rights of other tenants  
or
  - (d) income that exceeds the maximum allowable for public housing residents.
8. To allow domestic pets provided that, in the opinion of management and residents, they do not become a nuisance to other tenants. Management may with the agreement of the local tenant council, modify this clause with regard to each individual development in the light of local needs or problems.



9. To make no inspection of the Tenant's apartment without notice to and the permission from Tenant, except in an emergency.
10. To return the security deposit within thirty (30) days when Tenant leaves public housing.
11. Tenant is entitled to a hearing whenever he feels aggrieved by Management action in conducting inspections, collecting or adjusting rents, imposing extra charges, scheduling evictions, or denying transfers.

The above are the most important terms of the relationship between Management and Tenant. *The Public Housing Tenants' Rights Handbook* contains a more detailed description of the rules and regulations of Management and the Department of Housing and Urban Development, and of tenants' rights and duties in public housing. Copies of the *Handbook* are available from the Resident Advisory Board, the tenant council office in your project, or the management office.

In signing this lease the applicant states that he has not knowingly misrepresented any facts which were used in determining his eligibility for public housing.

This lease represents the entire agreement between Management and Tenant.

In testimony whereof, Management and Tenant have signed this lease this ..... day  
of ....., 19 .....

TENANT .....

MANAGEMENT .....

# CIRCULAR

RHM 7465.9

2/22/72

Cancellation  
Date:

**SUBJECT:** Grievance Procedures in Low-Rent Public Housing Projects

1. **PURPOSE.** To set forth requirements and recommendations for grievance procedures to be established by all local housing authorities.
2. **BACKGROUND.** In recent years, it has become more and more apparent that many of the problems faced by management and tenants in low-rent public housing have resulted in friction and strain in tenant-management relations and in litigation, costly to both management and tenants; much of which might have been avoided had some kind of procedure been available for grievances to be aired before an impartial individual or panel. Some of these problem areas are the examination of incomes to determine rents, the re-examination of incomes to determine eligibility for continued occupancy, the inspection of units to determine their condition, the imposition of lease restrictions to protect project property, the procedures used to collect rents or evict families, and procedures to collect costs for repairs for damages to dwelling units or other project areas. In seeking solutions to these problems, HUD has brought together representatives of the local housing authorities, tenants, and professional arbitrators, and other interested organizations for a discussion of issues and approaches to tenant-management problems. After a series of meetings and extensive discussions regarding a lease and a grievance procedure applicable for use in the low-rent public housing program, it was agreed by the participants that establishment of a grievance procedure by every local housing authority, embodying certain standards and criteria, would improve management-tenant relationships and promote improved housing environment to the advantage of the low-rent public housing program thus implementing the national housing policy as expressed by Congress; and that provision for a grievance procedure should be included in all low-rent public housing leases. This is now required by Circular RHM 7465.8.

HUD-Wash., D. C.

EXHIBIT "D"

3. **REQUIREMENTS.** Each local housing authority shall adopt procedures or revise existing grievance procedures to embody, as a minimum, the following standards and criteria:
- a. A tenant shall be afforded an opportunity for a hearing before an impartial official or a hearing panel if he disputes within a reasonable time any LHA action or failure to act in accordance with the lease requirements, or any LHA action or failure to act involving interpretation or application of the LHA's regulations, policies or procedures which adversely affect the tenant's rights, duties, welfare or status.
  - b. If it is determined by an LHA that a hearing panel shall be established, then the number of members on such hearing panel shall be an uneven number, provided that if LHA representatives are appointed as members of such hearing panel, then tenants shall be represented on the panel in equal number by tenants elected by the tenant body, with an impartial member appointed as a tie breaker.
  - c. If the tenant requests a hearing, the LHA shall notify him within a reasonable time prior to the hearing of the complete grounds or reasons for the LHA's disposition of the tenant's complaint or grievance.
  - d. The tenant shall be given notice of any rules and regulations governing the hearing within a reasonable time prior to the hearing.
  - e. The tenant shall be afforded an opportunity to present his side of the dispute, including the opportunity to be represented by counsel or another person of his choice, to bring in witnesses and to confront and cross-examine witnesses in appropriate circumstances.
  - f. When a decision is made, the official or panel that conducts the hearing shall notify the parties to the dispute in writing of the decision and the reasons and evidence relied on.
  - g. To the extent that the decision is not inconsistent with state law, the United States Housing Act of 1937, as amended, HUD regulations and requirements promulgated thereunder or the Annual Contributions Contract the decision shall be binding on the LHA, unless the LHA shall determine and notify the complainant in writing within thirty days of such decision that the hearing panel has acted arbitrarily or exceeded its authority. In such event the matter may be subject to judicial review.

- h. If the decision is in favor of the LHA or if the hearing panel elects not to act upon the complaint because the issue has already been decided in favor of the LHA in hearings of other complaints based on essentially the same set of facts, the LHA shall be free to pursue its remedies and the tenant may seek appropriate relief.
4. ADMINISTRATIVE EXPENSES. The LHA shall provide such space, secretarial service, and funds for administrative expenses as are reasonably necessary to accomplish the purposes of the grievance procedure, the costs of which shall be included as an operating expenditure in the annual operating budget submitted to HUD. This may include reasonable reimbursement for out-of-pocket expenses for attendance at hearing meetings by panel members.
5. MODEL GRIEVANCE PROCEDURE. Appendix 1 is a Model Grievance Procedure which embodies the requirements set forth above. It may be adapted to reflect the local situation and any applicable requirements of state law. The locally adopted Grievance Procedure may include applicants as well as tenants and may be adopted by an LHA for applicants as well as tenants.