U.S. Department of Housing and Urban Development

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JUL 08 2015

[redacted]

Reading Housing Authority
c/o Daniel F. Luckey, Executive Director
400 Hancock Boulevard
Reading, PA 19611

SUBJECT: Letter of Finding of Noncompliance
Case Name: [redacted] v. Reading Housing Authority
Case Number: 03-14-157-6

Dear Parties:

The U.S. Department of Housing and Urban Development ("Department") has investigated the above-referenced complaint filed on October 17, 2013. Complainant [redacted] ("Complainant") alleges that the Recipient Reading Housing Authority ("RHA" or "Recipient") has administered its public housing program in a manner that discriminates on the basis of national origin in violation of Title VI of the Civil Rights Act of 1964 ("Title VI").

Discrimination on the basis of national origin includes discrimination against persons who are, because of their national origin, limited English proficient ("LEP"). The term LEP refers to limited English proficiency or limited English proficient and the term "LEP persons" refers to individuals who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English. See Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 FR 41455-41472 (June 18, 2012) ("DOJ LEP Guidance").

The purpose of this letter is to inform you of the Department's investigative findings with regards to the Recipient's obligations to ensure meaningful access for LEP persons to the Recipient's programs and activities in accordance with the requirements of Title VI.

As discussed in more detail below, the Department finds that the Recipient failed to take reasonable steps to ensure meaningful access to its public housing programs and activities by LEP persons, in violation of Title VI and HUD's implementing regulations at 24 C.F.R. §1.4. Specifically, the Recipient did not take affirmative action to overcome the effects of conditions which resulted in limiting participation by persons of a particular national origin, did not provide

sufficient interpretative services, and did not translate all vital documents, thereby denying meaningful access to LEP persons.

I. LEGAL FRAMEWORK

Title VI mandates that "[n]o person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. § 2000d; 24 C.F.R. §1.4(a). Discrimination on the ground of national origin includes the following activities, whether performed directly or through contractual or other arrangements: (a) denying a person benefits under the program or activity, 24 C.F.R. § 1.4(b)(1)(i); (b) restricting a person in any way in access to benefits, 24 C.F.R. § 1.4(b)(1)(iv); and (c) denying a person an opportunity afforded to others, 24 C.F.R. § 1.4(b)(1)(vi). Discrimination also includes utilizing criteria or methods of administration which have the effect of subjecting persons to discrimination because of their national origin or substantially impairing accomplishment of the objectives of the program or activity with respect to persons of a particular national origin, 24 C.F.R. § 1.4(b)(2)(i), and failing to take affirmative action to overcome the effects of conditions which result in limiting participation by persons of a particular national origin, 24 C.F.R. § 1.4(b)(6)(ii). It has long been recognized that failure to ensure that LEP persons have the opportunity to effectively participate in programs or receive their benefits may violation Title VI's prohibition against national origin discrimination. See e.g., Lau v. Nichols, 414 U.S. 563 (1974).

Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," requires Federal agencies to ensure that recipients of Federal financial assistance provide meaningful access to applicants and beneficiaries who are LEP. In 2002, to help ensure compliance with this requirement, the Department of Justice issued the DOJ LEP Guidance. The DOJ LEP Guidance explains that Title VI and its implementing regulations require that recipients "take reasonable steps to ensure meaningful access to their programs and activities by LEP persons." 67 FR 41459. In 2007, HUD also published guidance for its recipients, which is consistent with the DOJ LEP Guidance. See Notice of Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficiency Persons, 72 FR 2732-54 (January 22, 2007) ("HUD LEP Notice"). Both guidance documents provide a description of factors recipients should consider in fulfilling their responsibilities and explain to recipients that these same criteria will be used for evaluating whether recipients are in compliance with their obligations to take reasonable steps to ensure meaningful access by LEP persons. 67 FR 41455-72; see also 72 FR 2732-54.

II. JURISDICTION

Complainant, who is Hispanic and a native Spanish-speaker, alleges that she was discriminated against by the Recipient's failure to provide LEP services, including documents translated in Spanish and interpretative services. The Recipient is the Reading Housing Authority, which owns the subject property, Oakbrook Homes, which is a 525-unit multi-family garden-style apartment complex located at 1001 Scott Street, Reading, PA 19611. The last discriminatory act is December 1, 2012, and the complaint was timely filed with the Department

on October 17, 2013.

The Recipient receives operation funds, capital funds, and Section 8 funds under Annual Contributions Contracts with the Department's Public and Indian Housing Division. The Recipient's federal funds assist it in serving approximately 1,600 public housing residents and 600-700 voucher holders. Accordingly, the Recipient is a recipient of Federal financial assistance and subject to the requirements of Title VI and HUD's Title VI regulations, as detailed in HUD's LEP Notice.

The Complainant has also alleged violations of Title VIII of the Civil Rights Act of 1968 as amended by the Fair Housing Act of 1988 ("Act") by the Recipient.

III. COMPLAINANT'S ALLEGATIONS

Complainant alleges that the Recipient discriminated against her because of her national origin by failing to provide LEP services when needed for rent determination, determination of family composition and unit size, maintenance requests and other accommodations or services necessary to understand the Recipient's rules and regulations. Complainant alleges that she does not understand and that she is unable to communicate through written or spoken English. Specifically, Complainant alleges that on two separate occasions in October and December 2012, the Recipient effectively denied her the opportunity to complete the mandatory recertification process. Complainant alleges that instructions for completing the process were given to her in English only, and included the fact that she must have her daughter come into the office to review and sign the recertification papers as she was listed as an adult member of the household. Complainant alleges that when her daughter returned home from school to sign the papers, she was denied the opportunity to do so and action was taken to terminate the lease and initiate eviction. Complainant alleges that due to the lack of interpretive services, she has not been able to obtain routine assistance with her rental recertifications and services.

IV. RECIPIENT'S DEFENSES

Recipient denies that any discriminatory acts occurred. Recipient stated that it is its policy to provide translation of written documents and interpretive services when required. Recipient defended that a review of the Complainant's tenant file showed no difficulties with communication between January 4, 2007 and 2012. Recipient defended that Complainant failed to show for her first scheduled recertification appointment on October 11, 2012 after receiving notice on September 11, 2012, so a second notice was sent on October 11, 2012 for an appointment on October 16, 2012. Recipient defended that Complainant called the office on October 16, 2012 and indicated that she would not appear for her appointment. Recipient defended that when Complainant did not appear for the second scheduled appointment, it instituted eviction proceedings for failure to cooperate with the annual recertification process and gave Complainant notice on October 17, 2012. Recipient defended that a landlord/tenant complaint was filed against Complainant on November 29, 2012 and that Judgment was given for the RHA on December 10, 2012. Recipient defended that attorneys for Complainant filed an Emergency Motion to appeal, which was granted. Recipient defended that an arrangement was worked out between respective counsel for Complainant to complete the recertification process,

which was timely and promptly completed. Recipient defended that the eviction proceedings against Complainant were caused solely by her own actions and not due to any failure to understand the nature of the proceedings and process.

V. FINDINGS

Complainant is a native Spanish-speaker, who does not understand or speak English well enough to conduct her business with the Recipient without interpretative or translation services. Complainant resides at Recipient's Oakbrook property. Recipient's staff at the Oakbrook property confirmed that [redacted] is a native Spanish speaker and only speaks Spanish in the office.

The subject property is Oakbrook Homes, which is a 525-unit multi-family garden-style apartment complex located at 1001 Scott Street, Reading, PA 19611.

The Recipient receives operation funds, capital funds, and Section 8 funds under Annual Contributions Contracts with the Department's Public and Indian Housing Division. The Recipient's federal funds assist it in serving around 1,600 public housing residents and 600-700 Section 8 voucher holders. The investigation revealed that from January 1, 2012 to November 7, 2014, the Recipient had 2,102 documented tenants, of which 1,576 (74.98%) indicated that they were of Hispanic national origin and 526 (25.02%) indicated that they were of non-Hispanic national origin. The investigation revealed that, as of November 13, 2014, the residents at the subject property were 86.48% (454) Hispanic and 13.53% (71) Non-Hispanic. Additionally, there are 305 Hispanics who speak English at the property (58.1%), 48 Hispanics who speak Spanish (9.1%), 2 Hispanics whose language is "Other" (0.38%), and 100 Hispanics whose language is unknown (19.05%). There are 50 Non-Hispanics who speak English (9.52%), 1 Non-Hispanic who speaks Spanish (0.19%), 1 Non-Hispanic whose language is "Other" (0.19%), and 18 Non-Hispanics whose language is unknown (3.43%). Of Hispanics (454), 305 speak English (67.18%), 48 speak Spanish (10.57%), 2 speak "Other" (0.44%), and 100 whose language is unknown (22.03%). There are 49 (9.33%) Spanish-speaking tenants at the subject property.

The Recipient's Admission and Continued Occupancy Policy (ACOP) dated May 1, 2005 includes a Fair Housing and Equal Opportunity chapter that has a section on LEP services. The section states that the PHA will take affirmative steps to communicate with people who need services or information in a language other than English. The section also states that where feasible, the PHA will train and hire bilingual staff to be available to act as interpreters and translators, will pool resources with other PHAs, and will standardize documents. The PHA will also permit the use of a person chosen by the LEP person in place of, or as a supplement to, the free language services offered by the PHA upon signing a waiver. In terms of written translation, the PHA will provide written translations of vital documents for language groups constituting 5% or 1,000 persons and provide translation of other documents orally, if needed. For language groups that reach 5% but are fewer than 50 persons, the PHA will provide written notice in the primary language of the right to receive competent oral interpretation of those written materials, free of cost. The section states that the RHA completed a LEP Plan, which includes the following five steps (1) identification of LEP individuals who need language assistance; (2) identification of language assistance measures; (3) annual training of staff; (4) notification to LEP persons of

the plan; and (5) monitoring and updating the LEP plan as needed.

The investigation determined that bilingual staff at the Oakbrook property include Denise Colon, Assistant Property Manager, Dorene Ayala, Clerk Typist II, and Catherine Lebron, Oakbrook Community Social Aide (only speaks Spanish, does not read or write), who provide language assistance in addition to the job duties associated with their positions. Oakbrook bilingual staff indicated different ways in which they assess the accuracy of interpretations and translations, including (1) asking tenants if they understand; (2) asking tenants if they have any questions; (3) having the tenant answer back what the bilingual staff person said to them; (4) asking tenants, "Is this what you are asking?"; (5) confirming what the tenants want the bilingual staff to say before stating it in English; and (6) asking another bilingual staff to assist if the tenant states that they do not understand. The investigation determined that no formal training is provided to the Recipient's staff on the 2007 HUD LEP Guidance, how to identify and assist LEP persons, or the RHA's Language Access Plan (LAP); however, the LAP was reviewed and discussed at staff meetings.

The Recipient performed the four-factor analysis approximately seven years ago. It states that the 2000 Census indicated 27,063 individuals who speak a language other than English, of which 23,214 spoke Spanish, and that the RHA's residents coincide with the Census data. Regarding frequency of contact, it states that the RHA is the primary provider of assisted housing for the lowest income families in Reading, PA, so there is considerable direct contact by LEP persons with the program and staff. The investigation also revealed that the Recipient provides language services to LEP persons on a daily basis and the need for services is both predictable for scheduled appointments and unpredictable for walk-ins by tenants in the office. The analysis states that the nature and importance of the program is significant because it provides direct assistance to Reading residents related to low-income housing. Finally, for resources, the analysis states that the RHA employs bilingual staff in each business office, additional local volunteers have been identified to assist with the application process, many common forms are available on the HUD website in multiple languages, and translation services are an eligible administrative expense.

The Recipient's LAP is a one-page document listing the language assistance that will be provided by the Recipient, including: (a) use of Spanish speaking mass media when opening waiting list to take applications or other public announcements; (b) support resident councils in efforts to conduct ESL classes; (c) hire from Selective Certification lists of bilingual applicants provided by PA State Civil Service Commission; (d) oral interpretation by staff, certified interpreters, community and volunteer organizations; (e) translation of vital documents; (f) printed statement in Spanish on all material printed in English only informing recipient to contact person or office who issued material if need translation services; (g) notice posted in all office in Spanish that interpreter or translator services are available for LEP persons; (h) use of "I Speak" cards; (i) all citizen participation notices will include statement that translators will be available at public meetings; (j) if other populations of LEP identified, RHA will consider additional measures of language access needs.

The Translation Policy is dated March 24, 2006 and adopted on April 25, 2006, and has not been updated since it was developed. The document states that the RHA has roughly a 70%

Hispanic population and will provide bilingual translations of important forms and oral/written translation services for RHA applicants/residents where needed. The document states that if a staff interpreter is not available, applicants/tenants can choose a staff member at another scheduled date or the opportunity to bring their own interpreter after signing a release which is attached to the Policy. The Policy states that the release (in English and Spanish) states that the tenant has been informed about the possible problems for residents if the translation/ interpretation does not accurately communicate important requirements regarding their tenancy. The order for providing translation services includes (1) staff on site, (2) staff at large, and (3) outside source. The document states that the RHA will provide referrals to community agencies for translation services (RACC Language Lab, Community Justice Project, and Private Source of Translation Services), referrals to organizations or resources by which residents can improve their speaking and understanding of English, and will provide conversational Spanish training for clerical and management staff who work closely with residents. The document states that as 30% of maintenance staff speak Spanish, so translation assistance is adequately covered in this area.

The Policy states that the RHA staff are to perform an assessment of the ability of the applicant/resident to speak English at the first meeting, including evaluating oral, reading, and writing capabilities for both English and Spanish. The Policy states that the pre-application form forwarded to any potential lessee will be in both English and Spanish, which may help with the initial assessment depending on how the applicant responds. The initial leasing document is then forwarded to the responsible leasing development with a dot (RED - needs translation services or GREEN - does not need translation services). The individual RHA Management Office is then to reassess residents on their need for translation services at the time of Annual Recertification. The Policy states that the "RHA will not force an applicant or resident to use any particular language for communication; however, the use of English will be encouraged as long as the resident can understand the information being requested or provided by RHA." Finally, the Policy states that the RHA will employ appropriate bilingual personnel as needed as part of its staffing determinations and analysis of the bilingual needs of its applicants and residents.

A list of documents that will be provided in Spanish is at the end of the Policy, including the lease (all parts and addendums), HUD 9886 Authorization for Release of Information, Release Form – Use of Resident Source of Translation Service, Equal Housing Opportunity – Fair Housing, HUD 1141 – Fraud, What is a Reasonable Accommodation, Request for a Reasonable Accommodation, Request for a Grievance Hearing, What You Should Know About EIV, When You Need a Hand, Tenant Emergency Form, Tag – Documents Published Only in English, I Need a Spanish Interpreter, Language Identification Flashcard, Scholarship Money, Resident Handbook, Housekeeping Standards and Inspection Handbook, and Bedbugs.

The investigation revealed that the Recipient does have Part I – Terms and Conditions and Part II – Family Composition and Income of the lease in English and Spanish; however, a review of tenant files revealed use of the Spanish version of Part II only for Spanish-speaking tenants at the Oakbrook property. Additionally, review of leases showed some Spanish-speaking tenants with old leases (2000/2001) in Spanish, but with their most current leases (2014) in English, and not all Spanish-speaking tenants had Spanish leases. A review of tenant files also revealed sporadic use of Spanish versions of HUD's Privacy Act Notice, HUD's Is Fraud Worth It notice, and RHA's Tenant Emergency Form. Additionally, while the Recipient provided a

Spanish version of a Grievance Request Form as part of the investigation, a review of tenant files and Complainant's tenant file revealed only English versions of this document. All "See Me" notices, housekeeping inspection notices, and the second notice before eviction documents were in English and Spanish. A review of the tenant files also revealed the Spanish sentence on the following documents: (a) recertification and interim rent adjustment notices, (b) Reporting Changes to Application form, (c) Letter from RHA acknowledging requests for changes to application, and (d) first appointment letter for recertification. Documents in English only with no Spanish sentence included: (a) Addendum to Lease – Terms and Conditions, (b) Oakbrook Development Regulations, (c) Grievance Hearing Request Forms, (d) Notices of Adverse Action/Notices to Terminate Lease, (e) recertification documents, (f) second appointment letter if missed first recertification appointment, and (g) some files included Self-Declaration documents in English only, but filled out by tenants in Spanish and translated by Denise Colon in the office. The Spanish sentence included in documents referenced above states "Este documento esta publicado solamente en ingles. Si necesita ayuda con el documento en espanol, por favor comuniquese con la oficina de Oakbrook para asistencia adicional." The investigation revealed that a certified interpreter contracted to interpret interviews with Spanish-speaking Complainants for the Department stated that there are a number of grammatical errors and misspelled words in Spanish contained in the Spanish sentence used by the Recipient on its documents.

Neither the LAP nor the Translation Policy outlined a policy for LEP callers; however, staff at the Oakbrook property indicated that the receptionist/clerk typist is bilingual, and if she is not available, one of the other bilingual staff (assistant manager or county social services) will pick up the call. Oakbrook staff also indicated that if a non-bilingual staff person answers the call, and the caller begins to speak Spanish, the staff person will say "Espanol?" and transfer the call to a bilingual staff person. When asked if no bilingual staff are available at the office what happens with the LEP caller, some staff indicated that the caller would be told to call back, while others stated that they would put the caller into the voicemail of the bilingual staff. For LEP persons that come into the office, Oakbrook staff stated that if bilingual staff were not available, the non-bilingual staff would call the maintenance office or another property office with bilingual staff, refer the LEP person to the Hispanic Center, or a bilingual staff person will ask them to wait ten to fifteen minutes until they complete what they are currently doing and become available.

The investigation determined that family and friends of tenants are allowed to serve as interpreters for meetings with the Recipient. Some staff at the Oakbrook property indicated that bilingual staff would still be present in the meeting, even if the tenant brought their own interpreter, while other staff indicated that they would use whomever the tenant brought with them for interpretation. Some Oakbrook staff also stated that children are allowed to serve as interpreters, while others stated that they would not allow a child to interpret and would require a bilingual staff person interpret instead. There is no clear policy in the LAP or Translation Policy regarding children serving as interpreters.

The investigation revealed that, in practice, one bilingual staff person at the Oakbrook property provides word-for-word translations when tenants bring in English-only documents to the office; however, Ms. Ayala, Clerk Typist II, provides a generalization in Spanish of the document when the English document is a rent bill, but provides a word-for-word translation for

recertification documents when she is providing interpretation and translation for recertification meetings with the non-bilingual Assistant Property Manager. The investigation revealed that the Complainant used her children, friend, and sister for translating English-only documents before going to the Oakbrook office because she stated that the RHA staff are working and she cannot use them every time she gets a document in English only. For documents that are fully translated in Spanish and sent to tenants in Spanish, the Oakbrook Property Manager stated that bilingual staff are used and that three or more bilingual staff will review the document and agree on the translation. Ms. Colon, bilingual Assistant Property Manager, confirmed that she has reviewed a translation if a document is completed by another employee.

The investigation established that no records are kept of language services that are provided to tenants by the Recipient's staff or records of when a tenant chooses to use their own interpreter rather than bilingual staff. While the Recipient's policies indicate a release form is used when tenants choose to use their own interpreter instead of bilingual staff, none of the staff at the Oakbrook property indicated use of the release form in this situation.

All Oakbrook staff indicated that "I Speak" cards are posted in the office and at all staff cubicles.

On September 14, 2005, a formal Determination of Non-Compliance with Title VI was issued by the Department against the Recipient concerning its record-keeping practices and policies with respect to LEP tenants. A Voluntary Compliance Agreement was entered into after the case was referred to the Department of Justice on February 6, 2009.

On September 11, 2012, Complainant was sent a notice from the Recipient for an annual recertification appointment on October 11, 2012. The document states that failure to come into the appointment may result in termination of the lease and requests 48 hours notice to re-schedule appointments. The document states that recertification documents are attached and should be filled out before the appointment, and lists additional documents that need to be brought at the time of the appointment. The document is in English only except for a sentence at the bottom that states: "Este documento esta publicado en ingles. Si necesita ayuda con el documento en espanol, por favor comuniquese con la oficina de Oakbrook para asistencia adicional." Oakbrook staff indicated that this notice is sent to tenant's via US mail and is all standard language (i.e., is the same language for all tenants). Ms. Ayala stated that she translated this document for Ms. [redacted] more or less word-for-word and that [redacted] understood what she needed to do.

On October 10, 2012, Complainant signed and dated recertification documents, but she did not attend her scheduled appointment on the next date. The documents are in English only and request family information, income information, assets, allowances and deductions, pets, a tenant emergency form, and appliances.

On October 11, 2012, Complainant was sent a notice from the Recipient regarding her recertification appointment. The document states that Complainant failed to show for her first appointment and a new appointment has been scheduled for October 16, 2012. The document asks Complainant to bring the forms sent with the first notice and that everyone in her household

18 or older must report to the management office at the time of the appointment. The notice includes a list of documents that must be brought to the appointment and states that failure to comply with the appointment will result in legal action against Complainant. The document is in English only and does not include the Spanish sentence. The Recipient's copy of the document includes a handwritten note stating: "10-16-12, [redacted] called said she could not make it; daughter was in school. It was explained to her she had to attend appt. DC." Oakbrook staff indicated that the second notice is mailed after a tenant misses the first scheduled appointment. All staff indicated that the Spanish sentence is also on the second notice and that the document is all standard language and just the date and time is changed. Ms. Ayala stated that when [redacted] comes in to the office with documents, she already knows what they are about because she usually has the document translated before coming in.

In October and December 2012, Complainant had difficulty completing her annual recertification. Complainant stated that the RHA wanted her daughter to come in on the date and time that they chose, but that her daughter could only come in on Friday because that was her day off from school. The Recipient's Oakbrook Property Manager stated that he remembers the situation, but does not remember [redacted] rescheduling the appointment for recertification. Regarding [redacted] rescheduling her recertification appointments, Ms. Ayala stated that [redacted] always rescheduled her appointments. Ms. Ayala stated that there were times when [redacted] rescheduled after missing appointments and times when she rescheduled her appointment before the appointment happened. Ms. Ayala stated that she does not know why [redacted] was not at appointments.

All Oakbrook staff confirmed that recertification documents are sent prior to the scheduled appointment at the Oakbrook office. The staff indicated that some tenants fill out the documents prior to the appointment as they are instructed to do in the appointment notice, but others do not. The staff indicated that it is both Spanish- and English-speaking tenants who do not complete the forms prior to the scheduled appointment. Ms. Colon stated that for Spanish-speaking tenants, she sits down and fills out the documents with them. Ms. Colon stated that [redacted] did not bring completed documents to her meeting, but that Ms. Colon always sat down with her and translated the documents word-for-word, and [redacted] did not indicate any misunderstandings after translation.

The investigation revealed that for recertification appointments, Spanish-speaking tenants are not exclusively scheduled with the bilingual Assistant Property Manager; however, the non-bilingual Assistant Property Manager indicated that he will have a bilingual staff person in the meeting for communication or use whomever the tenant brought for interpretation and translation. Ms. Colon stated that [redacted] did not bring her own interpreter for recertification meetings.

On October 17, 2012, Complainant was sent a Notice of Proposed Adverse Action/ Notice of Termination of Tenant for failing to report to sign recertification/interim rent change. The notice outlines why the tenant is receiving the notice and what rights the tenant has concerning the notice. The document is in English only except for the final sentence on the second page that reads: "Este documento esta publicado solamente en ingles. Si necesita ayuda con el documento en Espanola, por favor communiques con la oficina de Oakbrook para

asistencia adicional." The investigation revealed that the Complainant did not see the final sentence on the notice when she received it. Oakbrook staff indicated that the Notice is sent to tenants by US mail, is in English with the Spanish sentence, and that parts of the Notice contain standard language that is in all notices of this type. Ms. Colon stated that the RHA is required to issue a 30-day notice if the tenant does not show for the second appointment.

On November 29, 2012, a Landlord-Tenant complaint was filed against Complainant by the Recipient's Oakbrook Property Manager for breaching her lease. One the same date, a Hearing Notice was sent notifying Complainant that a hearing was scheduled for December 10, 2012 and includes a Notice to Defendant regarding rights and responsibilities for the hearing.

On December 10, 2012, a Notice of Judgment granted possession and filing fees to the RHA against Complainant. An Order of Possession was granted on December 11, 2012 for Complainant to vacate within 10 days of notice of the Order.

On January 9, 2013, Complainant's representative filed a Motion for Leave to File Appeal in the landlord-tenant matter. The Motion states that [redacted] had completed and signed the necessary recertification documentation that was at issue, but that she was awaiting a rescheduled appointment so her daughter, who is a full time student but a member of the household, could come to the RHA and sign the papers as well. The Motion states that [redacted] attended the landlord/tenant hearing alone, and that no interpreter was provided to her, other than the RHA's assistant, Denise Rodriguez, who is an interested party. The Motion states that [redacted] understanding at the time of the hearing by Ms. Rodriguez was that she could resolve the matter by completing the recertification process and paying the amount of the judgment, and [redacted] was awaiting a letter from the RHA regarding when she could complete the recertification. The Motion states that [redacted] went to the office on December 11, 2012 to request her daughter be able to come on Friday, December 14th to complete the papers, since she would be home from school, but was told her opportunity to recertify passed. The Motion states that [redacted] sought help from her sister, the Hispanic Center, and the office of the State Representative, but that she was told again by the RHA that she could not recertify at that time (December 21, 2012).

On January 16, 2013, an Entry of Satisfaction was entered that the judgment against Complainant was paid, settled or otherwise complied with for the action against Complainant for failing to complete recertification documents.

On August 27, 2014, Complainant was sent a Notice of Proposed Adverse Action/Notice of Termination of Tenant for Complainant continually harassing her neighbor after a last verbal warning was given in May of 2014. The notice states that on August 27, 2014, the neighbor filed a complaint against Complainant for harassment. The notice provides the tenant's rights, including the grievance process. The notice is signed by Charles Huckstep, Project Manager/Administrative Assistant. The notice is in English only and does not include the Spanish sentence.

On September 3, 2014, a Grievance Hearing scheduling notice was sent to Complainant, which is in English only, but includes the Spanish sentence. The Hearing was requested by a letter from Complainant's attorney at MidPenn Legal Services.

On September 16, 2014, the summary of the Grievance Hearing states that Complainant did not show, but her attorney was present, and that the attorney spoke to the accuser who stated that Complainant has been harassing her for years. The Conclusion states that management tried to come to reconciliation with no success, resident services has also been involved, and the order from the Hearing Officer was to continue with eviction proceedings.

Recipient currently has application documents available on its website for its Goggle Works Apartments, Sylvania Housing, River Oaks Apartments, and Housing Choice Voucher Homeownership Program. The application forms are only available in English and only the Pre-application for Federal Housing, Sylvania Housing, and River Oak Apartments and the Application Change form include the Spanish sentence to come into the office for assistance in Spanish. The website is also not translated into Spanish.

The investigation revealed that outreach performed by the Recipient includes advertising in Spanish newspapers and issuing press releases to local organizations and to advocacy organizations serving Reading and Berks County, like Centro Hispano. Additionally, the Recipient promotes its program at five to six expos annually, however, Recipient's staff did not indicate that outreach at expos include multilingual outreach. Finally, while the Recipient performs multilingual outreach, the investigation found that the outreach does not include multilingual statements that language assistance is available free of charge at the RHA.

Noncompliance with Title VI

The Department has determined that the Recipient failed to take reasonable steps to ensure meaningful access for LEP persons in its public housing program. As a result, the Recipient is in noncompliance with Title VI and key provisions of its implementing regulations, including 24 C.F.R. §§ 1.4(a), 1.4(b)(1)(ii), 1.4(b)(1)(iv), 1.4(b)(1)(vi), 1.4(b)(2)(i), and 1.4(b)(6)(ii).

Specifically, Recipient did not effectively assess and plan for the language assistance needs of LEP persons eligible for its public housing program. This resulted in Recipient failing to take reasonable steps to ensure meaningful access to the program by eligible LEP persons. Despite the substantial LEP population in the services area, the daily frequency of contact with LEP persons in its programs, the importance of its program in providing housing for LEP persons, and the availability of resources to provide language services to LEP persons, Recipient:

- Did not take affirmative action to overcome the effects of conditions which resulted in limiting participation by persons of a particular national origin, including monitoring or updating its LAP or Translation Policy since its adoption in 2006, providing sufficient affirmative outreach to Spanish-speaking LEP Persons, and conducting language-access training for employees or providing language access coordination

- Did not provide sufficient interpretation services
- Did not translate all vital documents

1. Recipient Did Not Take Affirmative Action to Overcome the Effects of Conditions which Resulted in Limiting Participation by Persons of a Particular National Origin

HUD's Title VI implementing regulations state that "... a recipient in administering a program should take affirmative action to overcome the effects of conditions which resulted in limiting participation by persons of a particular ... national origin." 24 C.F.R. § 1.4(b)(6)(ii). The investigation determined that three factors combined to limit participation by Spanish-speaking tenants, who are of Hispanic national origin, and thereby caused LEP persons to not have meaningful access to the Recipient's programs, including the Recipient not (1) monitoring or updating its LAP or Translation Policy since its adoption in 2006, (2) providing sufficient affirmative outreach to Spanish-speaking LEP Persons, and (3) conducting language-access training for employees or providing language access coordination. Additionally, by failing to perform these actions, the Recipient provided benefits to LEP persons that were different from those provided to others under the program, 24 C.F.R. § 1.4(b)(1)(ii), restricted LEP persons in access to housing, accommodations, facilities, services, and other benefits and in the enjoyment of advantages or privileges enjoyed by others under the program, 24 C.F.R. § 1.4(b)(1)(iv), and denied LEP persons an opportunity to participate in the program through the provision of services and afforded them an opportunity to do so which was different from that afforded to others under the program, 24 C.F.R. § 1.4(b)(1)(vi).

A. Monitoring and Updating LAP and Translation Policy

HUD's LEP Guidance states that a LAP can provide benefits to a recipient "in the areas of training, administration, planning, and budgeting," 72 FR 2745, and that an effective LAP would generally:

- Identify LEP persons who need language assistance and the specific assistance needed;
- Identify points and types of contact the recipient and staff may have with LEP persons;
- Identify ways in which language assistance will be provided;
- Plan for outreaching effectively to the LEP community;
- Plan for training staff;
- Determine which documents and informational materials are vital;
- Plan for translating informational materials in identified languages;
- Provide for interpreters for large, medium, small, and one-on-one meetings;
- Develop community resources, partnerships, and other relationships to help with the provision of language services; and
- Make provisions for monitoring and updating the LAP.

The investigation determined that the Recipient has both a LAP and a Translation Policy that address identifying LEP persons who need language assistance and the assistance needed,

some points of contact the Recipient's staff may have with LEP persons, ways in which language assistance will be provided, a plan for outreaching to the LEP community, and community resources to help with language services. However, collectively the documents do not address all areas of an effective LAP that are in HUD's Guidance, and it would be clearer for Recipient's staff if one Policy existed that incorporated all parts of the LAP, the Translation Policy, and the suggested additions delineated below.

Specifically, the documents do not identify policies for certain types of contact with LEP persons, including LEP callers and written communicate from LEP persons, do not identify a plan for training staff (see section on language-access training for staff), do not identify all necessary vital documents, including Notices of Adverse Action, Informal and Formal Grievance Hearing Decision Letters, and annual/interim recertification documents, do not identify a plan for translating informational materials in identified languages, do not identify a plan for providing interpreters for large, medium, small, and one-on-one meetings, and, finally, do not make provisions for monitoring and updating the policies.

HUD Guidance identifies the following as helpful information to include regarding the ways in which language assistance will be provided: (1) types of language services available; (2) how staff can obtain those services; (3) how to respond to LEP callers; (4) how to respond to written communication from LEP persons; (5) how to respond to LEP persons who have in-person contact with recipient staff; and (6) how to ensure competency of interpreters and translation. 72 FR 2746. The investigation determined that all of the above information is not provided for in the Recipient's planning documents. While the LAP and Translation Policy provide other resources available (i.e., staff at large, local organizations, etc.) when bilingual staff at the site are not available, the documents do not state how staff can obtain those services. The investigation determined that if bilingual staff are not available at the Oakbrook site, the non-bilingual staff would call the maintenance office or another property office with bilingual staff, refer the LEP person to the Hispanic Center, or a bilingual staff person will ask them to wait ten to fifteen minutes until they complete what they are currently doing and become available. A clear policy would provide for consistency in how staff respond to LEP persons seeking assistance. Additionally, the investigation determined that no policy is outlined for LEP callers or for responding to written communication from LEP persons in the documents; however, staff at the Oakbrook property indicated that when non-bilingual staff answer a call from a Spanish-speaker, the staff person will say "Espanol?" and transfer the call to a bilingual staff person. When asked if no bilingual staff are available at the office what happens with the LEP caller, some staff indicated that the caller would be told to call back and others stated that they would put the caller into the voicemail of the bilingual staff. This policy should be outlined in the Recipient's planning document so staff are clear on the steps to take with LEP callers, and the Recipient should develop a plan for written communications from LEP persons. Finally, neither document provides information on how the Recipient will ensure competency of interpreters and translation of documents.

HUD Guidance recommends that recipients determine which documents and informational materials are vital. The Translation Policy contains a list of documents that will be provided in Spanish, including the lease (all parts and addendums), HUD 9886 Authorization for Release of Information, Release Form – Use of Resident Source of Translation Service, Equal

Housing Opportunity – Fair Housing, HUD 1141 – Fraud, What is a Reasonable Accommodation, Request for a Reasonable Accommodation, Request for a Grievance Hearing, What You Should Know About EIV, When You Need a Hand, Tenant Emergency Form, Tag – Documents Published Only in English, I Need a Spanish Interpreter, Language Identification Flashcard, Scholarship Money, Resident Handbook, Housekeeping Standards and Inspection Handbook, and Bedbugs. Another section of the Translation Policy states that all pre-application forms will be in both English and Spanish as well. The Department finds that Recipient's LAP and Translation Policy do not thoroughly describe and list vital documents, that Recipient's staff expressed confusion regarding what documents were considered vital, and that a review of the Recipient's tenant files showed that all listed documents are not provided in Spanish for Spanish-speaking tenants (See section regarding sufficiency of translation of documents).

Finally, HUD Guidance states that for monitoring and updating the LAP, "[r]ecipients should, where appropriate, have a process for determining, on an ongoing basis, whether new documents, programs, services, and activities need to be made accessible for LEP persons, and recipients may want to provide notice of any changes in services to the LEP public and to employees." 72 FR 2746. The Guidance recommends that the recipient look at the following elements when assessing its LAP: (1) current LEP populations in the housing jurisdiction geographic area or population affected or encountered; (2) frequency of encounters with LEP language groups; (3) the nature and importance of activities to LEP persons; (4) the availability of resources, including technological advances and sources of additional resources, and the costs imposed; (5) whether existing assistance is meeting the needs of LEP persons; (6) whether staff knows and understands the LAP and how to implement it; and (7) whether identified sources for assistance are still available and viable. Finally, HUD Guidance indicates that "effective plans set clear goals, make management accountable, and provide opportunities for community input and planning throughout the process." 72 FR 2746. The investigation determined that the LAP and Translation Policy were developed in 2006 and have not been updated since that time, which is prior to the release of HUD's Guidance, and close to ten years ago.

The investigation determined that by failing to fully address all recommendations in the HUD Guidance for a sufficient LAP and by not updating or monitoring its LAP and Translation Policy, the Recipient caused confusion among its staff regarding what its policies were to provide language services to LEP persons, that the Recipient never reassessed its obligation to provide LEP services to determine if new LEP populations required language assistance, and, therefore, did not provide meaningful access to LEP persons to its programs or services, as required under HUD's implementing regulations. 24 C.F.R. §§ 1.4(b)(1)(ii), 1.4(b)(1)(iv), 1,4(b)(1)(vi), and 1.4(b)(6)(ii).

B. Providing Sufficient Affirmative Outreach to Spanish-Speaking LEP Persons

HUD LEP Guidance states that "it is important for the recipient to let LEP persons know that [language] services are available and that they are free of charge." 72 FR 2746. HUD Guidance provides examples of notification that recipients should consider, including: (1) posting signs in common areas, offices, and anywhere applications are taken; (2) stating in outreach documents that language services are available from the recipient; (3) working with grassroots and faith-based community organizations and other stakeholders to inform LEP

individuals of the recipient's services, including the availability of language services; (4) using a telephone voicemail menu in the most common languages encountered; (5) including notices in local newspapers in languages other than English; (6) providing notices on non-English-language radio and television stations about the available language assistance services and how to get them; and (6) presentations and/or notices at schools and grassroots and faith-based organizations. 72 FR 2746. Finally, as stated previously, HUD Guidance states that effective plans "provide opportunities for community input and planning throughout the process." 72 FR 2746. By informing LEP persons that language services are available free of charge, LEP persons know that their participation in a recipient's programs will not be limited due to their LEP status (24 C.F.R. § 1.4(b)(6)(ii)), that they will be provided services in the same manner as non-LEP persons (24 C.F.R. § 1.4(b)(1)(ii)), and that they will not be restricted in their access to or denied housing, accommodations, facilities, services, or other benefits because of their LEP status (24 C.F.R. § 1.4(b)(1)(iv) and § 1.4(b)(1)(vi)).

The Recipient's LAP states that it will use of Spanish speaking mass media when opening the waiting list to take applications or for making other public announcements, will include a statement in Spanish on all material printed in English only informing tenants to contact the person or office who issued the material if they need translation services, will post notices in all offices in Spanish that interpreter or translator services are available for LEP persons, will use "I Speak" cards, and will include in all citizen participation notices a statement that translators will be available at public meetings. The investigation revealed that "I Speak" cards are posted in the Oakbrook office and at all staff cubicles. No Oakbrook staff indicated that postings were in the office that indicated that languages services were available free of charge in languages spoken by identified LEP persons, though the LAP states that such postings would be made in all offices. The investigation revealed that outreach performed by the Recipient includes advertising in Spanish newspapers and issuing press releases to local organizations and to advocacy organizations serving Reading and Berks County, like Centro Hispano. Additionally, the Recipient promotes its program at five to six expos annually, however, Recipient's staff did not indicate that outreach at expos include multilingual outreach. Finally, while the Recipient performs multilingual outreach, the investigation found that the outreach does not include multilingual statements that language assistance is available free of charge at the RHA.

The Department finds that while the Recipient is performing outreach, including outreach in Spanish, the outreach does not include notice to the LEP community, including both LEP program participants and LEP persons in the area, that language assistance is available free of charge for the Recipient's programs, and therefore, denies LEP persons meaningful access to the Recipient's programs.

C. Conducting Language Access Training for Employees and Providing Language Access Coordination

An important step to ensure meaningful access for LEP persons is language training for employees with respect to language access policies. 72 FR 2746, 67 FR 41465. HUD LEP Guidance states that effective training would ensure that (1) staff knows about LEP policies and procedures and (2) staff having contact with the public are trained to work effectively with in-person and telephone interpreters. 72 FR 2746, 67 FR 41465. When the Recipient's staff were

interviewed regarding training on the 2007 HUD Guidance, the LAP, and the ways to identify LEP persons who need language assistance, staff responded that no formal training is provided; however, the LAP was reviewed and discussed at staff meetings. Additionally, the LAP and Translation Policy do not outline a plan for training staff on the policies or how to work effectively with in-person and telephone interpreters. The Translation Policy also states that the Recipient will provide conversational Spanish training for clerical and management staff who work closely with residents; however, the investigation revealed that there is no evidence that this training has occurred. The investigation revealed that, as a result of staff not being trained and the Recipient not providing for language access coordination, the Recipient's staff provided LEP services to residents in different manners, including directing LEP callers to call back or placing them in a bilingual staff's voicemail, providing full, word-for-word translations of documents or just generalizing a document for an LEP person, and being unaware of additional resources for language services if bilingual staff are unavailable. This resulted in services being provided differently to LEP persons, services being restricted to LEP persons, services being denied to LEP persons, and participation by LEP persons being limited in the Recipient's programs. 24 C.F.R. §§ 1.4(b)(1)(ii), 1.4(b)(1)(iv), 1,4(b)(1)(vi), and 1.4(b)(6)(ii).

2. Recipient Did Not Provide Sufficient Interpretation Services

Meaningful access under Title VI also requires the provision of oral interpretation services where necessary for accessing important information about programs and benefits. 72 FR 2742, 67 FR41461. HUD LEP Guidance indicates that "recipients are expected to ensure competency of the language service provider," including demonstrating proficiency in and ability to communicate information accurately in both English and in the other language, identify and employ the appropriate mode of interpreting, have knowledge in both languages of any specialized terms or concepts peculiar to the entity's program or activity, follow confidentiality and impartiality rules to the same extent the recipient employee for whom they are interpreting and/or the extent their position requires, and to understand and adhere to their role as interpreter without deviating into another role. 72 FR 2742. Additionally, HUD Guidance indicates that "[a]lthough recipients should not plan to rely on an LEP person's family members, friends, or other informal interpreters to provide meaningful access to important programs and activities, where LEP persons so desire, they should be permitted to use, at their own expense, an interpreter of their own choosing...in place of or as a supplement to the free language service *expressly offered by the recipient*" (emphasis added). HUD Guidance makes clear that "[i]n many circumstances, family members (especially children) or friends are not competent to provide quality and accurate interpretations" and recipients should also take into account confidentiality, privacy, and conflict-of-interest issues when using family members or friends. 72 FR 2743.

The investigation determined that family and friends of tenants are allowed to serve as interpreters for meetings with the Recipient. Some staff at the Oakbrook property indicated that bilingual staff would still be present in the meeting, even if the tenant brought their own interpreter, while other staff indicated that they would use whomever the tenant brought with them for interpretation. Some Oakbrook staff also stated that children are allowed to serve as interpreters, while others stated that they would not allow a child to interpret and would require a bilingual staff person interpret instead. There is no clear policy in the LAP or Translation Policy

regarding children serving as interpreters. Additionally, while the Translation Policy states that applicants/tenants may use their own interpreter after signing a release that states that the tenant has been informed about the possible problems for residents if the translation/ interpretation does not accurately communicate important requirements regarding their tenancy, none of the staff at the Oakbrook property indicated use of the release form in this situation, and there was no evidence of release forms in any of the tenant files reviewed as part of the investigation.

The investigation determined that the policies outlined in the LAP and Translation Policy are not followed in practice at the subject property. Specifically, Oakbrook staff were unclear of what the policy was regarding who to refer Spanish-speaking tenants to if bilingual staff were unavailable at the property. While the Translation Policy states that if a staff interpreter is not available, applicants/tenants can choose a staff member at another scheduled date or the opportunity to bring their own interpreter after signing a release, Oakbrook staff indicated the non-bilingual staff would call the maintenance office or another property office with bilingual staff, refer the LEP person to the Hispanic Center, or a bilingual staff person will ask the tenant to wait ten to fifteen minutes until they complete what they are currently doing and become available.

The investigation revealed that the quality and accuracy of interpretation are assessed by the bilingual staff serving as interpreters, though no policy for assessing the quality and accuracy of interpretation is outlined in the Recipient's LAP or Translation Policy. Oakbrook bilingual staff indicated different ways in which they assess the accuracy of interpretations and translations, including (1) asking tenants if they understand; (2) asking tenants if they have any questions; (3) having the tenant answer back what the bilingual staff person she said to them; (4) asking tenants, "Is this what you are asking?"; (5) confirming what the tenants want the bilingual staff to say before stating it in English; and (6) asking another bilingual staff to assist if the tenant states they do not understand.

Additionally, there is no policy in the LAP or Translation Policy that makes clear that interpreters provided for adverse action conferences or hearings should act solely as an interpreter and not ask questions independent of those asked by the Recipient's staff who is conducting the conference or hearing with the tenant.

The Department finds that the Recipient's policies regarding interpretation by family and friends of tenants, children, and when bilingual staff are not available need to be clearer and that the Recipient must ensure the policies are understood and followed by its staff. Additionally, the Recipient's release form should make clear that an interpreter chosen by the applicant or tenant does not have the same confidentiality requirements as bilingual staff who the Recipient is offering as an interpreter. The Recipient's policies should also indicate that bilingual staff should ensure the quality and accuracy of their interpretation when providing it to the applicant or tenant by asking them if they understood, if they have any questions during the interpretation, or through any other method that the Recipient determines is sufficient to assess quality and accuracy. Finally, the Department finds that the Recipient's policies should be clear that interpreters provided for adverse action conferences or hearings should act solely as an interpreter. These changes regarding the Recipient's policies for interpretation will ensure that LEP persons are provided housing, accommodations, facilities, services, and other benefits in the

same manner as other program participants, 24 C.F.R. § 1.4(b)(1)(ii), are not restricted or denied access to housing, accommodations, facilities, services, and other benefits, 24 C.F.R. §§ 1.4(b)(1)(iv) and 1.4(b)(1)(vi), and are not limited in their participation in the Recipient's programs, 24 C.F.R. § 1.4(b)(6)(ii).

3. Recipient Did Not Translate Vital Documents or Provide Sufficient Translation Services

A key component of meaningful access for LEP persons is the translation of vital documents. A document is considered vital based upon the importance of the program and the potential consequences to the LEP person if the information in question is not provided. 72 FR 2744, 67 FR 41463.

Vital documents identified by the Recipient for its programs included the lease (all parts and addendums), HUD 9886 Authorization for Release of Information, Release Form – Use of Resident Source of Translation Service, Equal Housing Opportunity – Fair Housing, HUD 1141 – Fraud, What is a Reasonable Accommodation, Request for a Reasonable Accommodation, Request for a Grievance Hearing, What You Should Know About EIV, When You Need a Hand, Tenant Emergency Form, Tag – Documents Published Only in English, I Need a Spanish Interpreter, Language Identification Flashcard, Scholarship Money, Resident Handbook, Housekeeping Standards and Inspection Handbook, and Bedbugs.

The investigation revealed that while the Recipient has many documents translated into Spanish, it does not consistently provide them to Spanish-speaking tenants. The Recipient does have Part I – Terms and Conditions and Part II – Family Composition and Income of the lease in English and Spanish; however, a review of tenant files revealed use of the Spanish version Part II only for Spanish-speaking tenants at the Oakbrook property. Additionally, review of leases showed some Spanish-speaking tenants with old leases (2000/2001) in Spanish, but with their most current leases (2014) in English, and not all Spanish-speaking tenants had Spanish leases. HUD LEP Guidance indicates that leases should be translated into all recognized LEP population languages because they contain tenants' rights and responsibilities related to their housing. 72 FR 2750. In recognition of difficulties for eviction proceedings, the Guidance indicates that the translated lease should indicate that it is for information purposes only and that the English version is the controlling legal document. A review of tenant files also revealed sporadic use of Spanish versions of HUD's Privacy Act Notice, HUD's Is Fraud Worth It notice, and RHA's Tenant Emergency Form. Additionally, while the Recipient provided a Spanish version of a Grievance Request Form, a review of tenant files and Complainant's tenant file revealed only English versions of this document. All "See Me" notices, housekeeping inspection notices, and the second notice before eviction documents were in English and Spanish.

The investigation also revealed that, while the Translation Policy indicates that pre-application documents should be in English and Spanish, the Recipient currently has application documents available on its website for its Goggle Works Apartments, Sylvania Housing, River Oaks Apartments, and Housing Choice Voucher Homeownership Program in English and only the Pre-application for Federal Housing, Sylvania Housing, and River Oak Apartments and the Application Change form include the Spanish sentence to come into the office for assistance in Spanish. The website is also not translated into Spanish.

Additionally, the Recipient failed to identify several necessary documents as vital, including Notices of Adverse Action, Informal and Formal Grievance Hearing Decision Letters, and annual/interim recertification documents. A review of the tenant files also revealed the Spanish sentence on the following documents: (a) recertification and interim rent adjustment notices, (b) Reporting Changes to Application form, (c) Letter from RHA acknowledging requests for changes to application, and (d) first appointment letter for recertification. The Spanish sentence included in documents referenced above states "Este documento esta publicado solamente en ingles. Si necesita ayuda con el documento en espanol, por favor comuniquese con la oficina de Oakbrook para asistencia adicional." The investigation revealed that a certified interpreter contracted to interpret interviews with Spanish-speaking Complainants for the Department stated that there are a number of grammatical errors and misspelled words in Spanish contained in the Spanish sentence used by the Recipient on its documents. Additionally, though the Recipient's LAP states that a statement in Spanish will be on all material printed in English only informing recipient to contact person or office who issued material if need translation services, the investigation revealed that numerous English-only documents did not include the Spanish statement, including (a) Addendum to Lease – Terms and Conditions, (b) Oakbrook Development Regulations, (c) Grievance Hearing Request Forms (d) Notices of Adverse Action/Notices to Terminate Lease, (e) recertification documents, and (f) second appointment letter if missed first recertification appointment.

The investigation revealed that many documents dealing with adverse actions are not fully translated by the Recipient, but either are a document that is standard language or contains sections that are standard language that could be translated for tenants. These documents included Notices of Proposed Adverse Action, especially the section involving tenant's rights and next steps if the tenant disagrees, Informal Settlement Conference Decision letters, letters informing tenants of dates and times of Informal or Formal Grievance Hearings, and Grievance Hearing Decision letters.

The investigation revealed that, in practice, one bilingual staff person at the Oakbrook property provides word-for-word translations when tenants bring in English-only documents to the office; however, Ms. Ayala, Clerk Typist II, provides a generalization in Spanish of the document, not a word-for-word translation, when the English document is a rent bill, but provides a word-for-word translation for recertification documents when she is providing interpretation and translation for recertification meetings with the non-bilingual Assistant Property Manager. Complainant used her children, friend, and sister for translating English-only documents before going to the Oakbrook office because she stated that the RHA staff are working and she cannot use them every time she gets a document in English only. For documents that are fully translated in Spanish and sent to tenants, the Oakbrook Property Manager stated that bilingual staff are used and that three or more bilingual staff will review the document and agree on the translation. Ms. Colon, bilingual Assistant Property Manager, confirmed that she has reviewed a translation if a document completed by another employee. The investigation revealed that neither the LAP nor the Translation Policy outline how documents are to be translated by the Recipient (i.e., contract translator, bilingual staff, online resources, etc.) or how the Recipient will assess the quality and accuracy of translated documents.

The Department finds that the Recipient did not translate all vital documents, did not provide sufficient translation services, and did not create sufficient policies regarding translation of document in its LAP or Translation Policy. This resulted in LEP persons being provided housing, accommodations, facilities, services, and other benefits in a different manner than other program participants, 24 C.F.R. § 1.4(b)(1)(ii), being restricted and denied access to housing, accommodations, facilities, services, and other benefits, 24 C.F.R. §§ 1.4(b)(1)(iv) and 1.4(b)(1)(vi), and being limited in their participation in the Recipient's programs, 24 C.F.R. § 1.4(b)(6)(ii).

VI. CONCLUSION

Based on the evidence obtained during the investigation, and for the reasons set forth above, the Department concludes that the Recipient is in non-compliance with Title VI for failing to provide meaning access to its programs and activities for LEP persons.

The Department would like to resolve these matters as soon as possible, as well as any other outstanding matters pertaining to the allegations of this complaint. If a voluntary resolution cannot be obtained, HUD may refer this matter to the United States Department of Justice for further proceedings to assure compliance. See 24 C.F.R. § 1.8(a). A voluntary resolution would be addressed through a written Voluntary Compliance Agreement (VCA) with a clear timetable for implementation. See 24 C.F.R. §§ 1.7(d)(1) and 8.56(j)(2). A VCA resolving this matter will require the following steps, which are not exhaustive, with respect to the Recipient's program:

1. Specific relief for the Complainant, as negotiated;
2. Train all relevant staff on obligations to provide meaningful access to persons who are LEP, on the revised LAP, and on cultural sensitivity and awareness to LEP persons;
3. Correct and update the LAP in accordance with the findings made above and the HUD Guidance;
4. Update interactive voice response systems for all telephone lines with instructions in Spanish;
5. Reassess which documents are vital and translate all vital documents into Spanish;
6. Provide neutral interpreters for all public hearings and meetings, informal and formal hearings, and any tenant-wide events to ensure meaningful access ;
7. Apply all available hiring preferences for bilingual staff to open positions;
8. Establish non-discriminatory tenancy procedures;
9. Update all policies and incorporate the updated LAP into the policies;
10. Develop an affirmative marketing plan and outreach to Berks County, PA;
11. Host quarterly informational meetings on programs for all tenants and provide an interpreter for real-time interpretation of the meeting;
12. Place signs in offices and RHA buildings informing applicants and tenants of their right to language services at no cost and instructions on the sign for the applicant or tenant to point to this sign if they need assistance. The sign shall be translated in all identified languages where LEP services are needed at the RHA;
13. Display and maintain a fair housing poster in Spanish at all locations where

dwelling units are offered for rental; and

14. Correct and update websites, if any, to include webpages for LEP persons that speak Spanish.

VII. OTHER INFORMATION

Notwithstanding this determination by the Department, the Fair Housing Act provides that the complainants may file a civil action in an appropriate federal district court or state court within two years after the occurrence or termination of the alleged discriminatory housing practice. The computation of this two-year period does not include the time during which this administrative proceeding was pending. In addition, upon the application of either party to such civil action, the court may appoint an attorney, or may authorize the commencement of or continuation of the civil action without the payment of fees, costs, or security, if the court determines that such party is financially unable to bear the costs of the lawsuit.

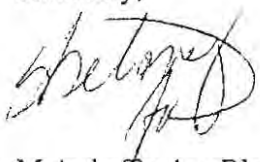
The Department's regulations implementing the Act require that a dismissal, if any, be publicly disclosed, unless a party requests that no such release be made. See 24 CFR § 103.400(a)(2)(ii). This request must be made by the complainants or the recipient within thirty (30) days of receipt of the determination to Director, Office of Enforcement, Office of Fair Housing and Equal Opportunity, 451 Seventh Street, S.W. Washington, D.C. 20410. Notwithstanding such request by the complainants or the recipient, the fact of a dismissal, including the names of all parties, is public information and is available upon request.

The Department's Final Investigative Report ("FIR") will be made available, upon request, for the Complainants and the Recipient. For a copy of the FIR contact:

U.S. Department of Housing & Urban Development
Region III, Office of Fair Housing and Equal Opportunity
The Wanamaker Building
100 Penn Square East
Philadelphia, PA 19107

If there are any questions or the Recipient wishes to voluntarily correct the Title VIII and Title VI violations, please contact Ms. Barbara Delaney, Program Center Director, at (215) 861-7637 or (215) 656-3450 (TDD).

Sincerely,



Melody Taylor-Blancher
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