



**U.S. Department of Housing and Urban Development**

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**JUL 08 2015**

██████████  
626 Avenue A  
Reading, PA 19601

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

**SUBJECT:** Letter of Finding of Noncompliance  
Case Name: ██████████ v. Reading Housing Authority  
Case Number: 03-14-122-6

Dear Parties:

The U.S. Department of Housing and Urban Development ("Department") has investigated the above-referenced complaint filed on February 24, 2014. Complainant ██████████ ("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 interpretation services, and did not provide sufficient translation services, 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 violate 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/or interpretative services. The Recipient is the Reading Housing Authority, which owns the subject property, Glenside Homes, which is a 400-unit multi-family garden-style apartment complex located at 1301 Schuylkill Avenue, Reading, PA 19611. The last discriminatory act is August 29, 2013, and is continuing, and the complaint was timely filed

with the Department on February 24, 2014.

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 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 or about August 29, 2013, she was subjected to having her lease terminated and that the notifications and proceedings were in English only, despite the Recipient having knowledge that she does not speak or read English. Additionally, Complainant alleges that she was unable to obtain interpretive services necessary for her to address her rental and maintenance billing issues, which involved English only correspondence from the Recipient.

### **IV. RECIPIENT'S DEFENSES**

Recipient denies that any discriminatory acts occurred. Recipient stated that it sent Complainant a "see me notification" in both English and Spanish and conducted an interview with Complainant in Spanish in March 2013, which resulted in a Notice of Proposed Adverse Action - Notice of Termination of Tenancy being sent to Complainant on March 25, 2013. Recipient stated that on March 26, 2013, Complainant requested an informal settlement conference after the request form was translated to Complainant in person, and the informal settlement conference was held on June 7, 2013. Recipient stated that Complainant requested a formal grievance hearing on June 10, 2013 after the request form was translated to her in person. Recipient stated that the formal grievance hearing was held on July 9, 2013, and the decision to terminate Complainant's tenancy was upheld. Recipient stated that it filed a landlord/tenant complaint against Complainant on July 29, 2013, a hearing was held on September 5, 2013, and the judge rendered judgment for the RHA on September 10, 2013. Recipient stated that a notice of appeal was filed by Complainant's attorney on September 16, 2013, but Recipient discontinued the action on January 13, 2014.

Recipient stated that it has a translation policy and that it made every reasonable effort to make sure that Complainant understood the notice of the actions being entered against her and Complainant had her rights fully and adequately protected.

## 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 an interpreter or translation services. Complainant resides at Recipient's Glenside property. Recipient's staff at the Glenside property confirmed that Ms. [REDACTED] is a native Spanish speaker and only speaks Spanish in the office.

The subject property is Glenside Homes, which is a 400-unit multi-family garden-style apartment complex located at 1301 Schuylkill Avenue, 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 83.1% (324) Hispanic and 16.9% (66) Non-Hispanic. Additionally, there are 213 Hispanics who speak English at the property (54.6%), 93 Hispanics who speak Spanish (23.8%), and 18 Hispanics whose language is unknown (4.6%). There are 62 Non-Hispanics who speak English (15.9%), 2 Non-Hispanics who speak Spanish (0.5%), and 2 Non-Hispanics whose language is unknown (0.5%). Of Hispanics (324), 213 speak English (65.7%), 93 speak Spanish (28.7%), and 18 whose language is unknown (5.6%). There are 95 (24.4%) 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 Glenside property include Nydia Staples, Assistant Property Manager, and Yasaira Modeste, Clerk Typist II, who provide language assistance in addition to the job duties associated with their positions. Glenside bilingual staff indicated that they will ask a tenant if they understood when they are interpreting

to determine if their interpretation was accurate. Tenants are assigned to Assistant Property Managers at the Glenside property alphabetically for annual recertification appointments, and the non-bilingual Assistant Property Manager uses the bilingual Clerk Typist II for interpretation during these meetings. 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 no use of the Spanish version of Part I or Part II of the lease for Spanish-speaking tenants at the Glenside property. 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, RHA's What You Should Know About EIV form, RHA's Tenant Emergency Form, and RHA's memo regarding Illegal Boarders. 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 and appointment notices for annual recertification meetings in tenant files were in English and Spanish. A review of the tenant files also revealed the Spanish sentence on the following documents: (a) pre-application for federal public housing, (b) first contact letter to schedule appointment for application, (c) appointment notice to interview after application, (d) notification of eligibility, (e) letter informing applicant that the RHA has received the requested application changes, (f) HUD 52675 Debts Owed, (g) Recertification and Interim Rent Adjustment Notices, and (h) Notices of Proposed Adverse Action/Notices to Terminate Lease if

the reason is failure to sign recertification/interim changes, failure to comply with the community service requirement, failure to keep unit clean, acting abusive/threatening staff, illegal boarders, and some 2014 failure to pay all monies due. The majority of Notices of Proposed Action involving failure to pay all monies due were in English only without the Spanish sentence. The Spanish sentence included in documents referenced above states "Este documento esta publicado solamente en ingles. Si necesita ayuda con el documento en espanol, pro favor comuniquese con la oficina de Glenside para asistencia adicional."

Neither the LAP nor the Translation Policy outlined a policy for LEP callers; however, staff at the Glenside property indicated that when non-bilingual staff answer a call from a Spanish-speaker, they will say "un momento," put the person on hold, and transfer them to a bilingual staff person to handle the call.

The investigation determined that family and friends of tenants are allowed to serve as interpreters for meetings with the Recipient. Some staff at the Glenside property indicated that they would first offer bilingual staff to the resident, even if they brought their own interpreter, while other staff indicated that they would use whomever the tenant brought with them for interpretation. Recipient's Glenside Property Manager stated that children would also be allowed to serve as interpreters, but the bilingual Assistant Property Manager and Clerk Typist stated that they would not allow a child to serve as an interpreter. There is no clear policy in the LAP or Translation Policy regarding children serving as interpreters.

The investigation revealed that in practice, bilingual staff at the Glenside property stated that they try to translate documents word-for-word when tenants bring in English-only documents to the office. Complainant provided a witness, Benita Mejia, Paralegal at the Community Justice Project, who observed a tenant seeking assistance with translation at the Recipient's Glenside Office. Ms. Mejia observed the tenant ask for clarification and the Glenside front desk person state that the RHA was right because of this, but did not translate the document word-for-word for the tenant. Ms. Mejia remembered the issue being something financial and that the RHA was charging extra money for something. Ms. Mejia observed that when the tenant attempted to try to get the document translated again, she was told to come back another day.

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, neither of the bilingual staff at the Glenside property indicated use of the release form in this situation. The investigation revealed that the release form was used by the bilingual Assistant Property Manager when she provided translation of the certain recertification documents for Spanish-speaking tenants.

Complainant was provided with an "I Speak" card at the time of her application, which was prior to 2003, and annually at her recertification meetings at the Recipient's Glenside office, and continually marked that she speaks Spanish. Some Glenside staff indicated that "I Speak" cards are also posted in the office, but other staff were not aware of the cards at all.

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 March 19, 2013, Recipient's Glenside management office sent a "see me" notification in English and fully translated in Spanish to Complainant that she needed to report to the office on March 25, 2013 at 9:00am. The notification states that if the date and time is inconvenient for Complainant to call the office.

On March 25, 2013, a meeting was held at the Glenside management office to clarify information the Recipient's staff had received from the police about a Santos Martinez Rodriguez, who the police arrested for trafficking in a different state and whose driver's license address was listed as Complainant's address. Recipient's Assistant Property Manager's notes from the meeting with Complainant indicate that when Ms. Staples asked Complainant if she knew a Santos Martinez, Complainant stated that she did not give anyone permission to use her address and did not know a Santos Rodriguez. The notes state that Ms. Staples indicated to Complainant that she never said Rodriguez. The notes state that Complainant indicated that she did her own research and saw he was using her address, but that she never gave him permission.

On March 25, 2013, a Notice of Proposed Adverse Action – Notice of Termination of Tenant was sent and hand-delivered to Complainant for giving accommodation to boarders or lodgers in violation of the terms and conditions of the lease. The Notice is in English only, except for a sentence in Spanish that states: "Este documento esta publicado solamente en ingles. Si necesita ayuda con el documento en espanol, pro favor comuniquese con la oficina de Glenside para asistencia adicional." The investigation revealed that Complainant was aware of the sentence, but stated that when she goes into the office she has to sign a paper that she is responsible for everything, so she first asked a neighbor to translate the letter for her. The Notice lists the reasons it is evicting Complainant, the tenant's rights, the tenant's responsibilities, and what the tenant can reference for more information (i.e. the RHA's grievance procedure). Recipient's Assistant Property Manager Staples stated that the Clerk Typist at the time, Liz, translated the document for Complainant. Complainant stated that the translation provided was just an explanation of what the letter was about, which was basically that there was a man living in Complainant's unit, not a word-for-word translation of the document.

On March 25, 2013, Complainant completed an Informal Settlement Conference Request form, which is in English only and does not include the Spanish sentence. The document has a handwritten note that "Ms. Barretto translated form in person," is dated March 25, 2013, and stamped as received on March 26, 2013. Recipient's staff stated that Complainant filled out the form in the office and gave it to the Recipient on the same day; however, Complainant claims that she was told to bring the English-only document home and fill it out, so she asked her neighbor to translate it, filled it out, and brought it back to the office on the same date. The investigation determined that tenants can only receive the request form in the office and it is not sent with the Notice to Terminate.



On June 7, 2013, an informal settlement conference hearing was held at the Glenside property management office. Property Manager Joshua Smith conducted the meeting and Assistant Property Manager Staples served as interpreter for the meeting; however, Complainant stated that Ms. Staples also asked her questions during the hearing. Ms. Staples confirmed that Complainant was shown a picture of Mr. Rodriguez and stated that Complainant kept reiterating that she did not know Mr. Rodriguez and gave no one permission to use her address.

On June 7, 2013, a decision letter in English-only was sent to Complainant stating that the Property Manager decided in favor of the RHA and the eviction process will continue. The letter explains that if the Complainant disagrees, she has five days from receipt of the notice to request a formal grievance hearing, which Recipient's staff confirmed is standard language in all adverse decision letters. Complainant had her neighbor translate the letter; however, Recipient's Clerk Typist Modeste stated that she also translated the document word-for-word for Complainant and Complainant asked for the next step, which is when Ms. Modeste handed Complainant the formal grievance hearing request form.

On June 10, 2013, Complainant completed a formal grievance hearing request form, which is in English only. The document has a handwritten note that Ms. Modeste translated the form in-person to Complainant; however, Complainant claims that she was told to bring the English-only document home and fill it out, so she asked her neighbor to translate it, she filled it out, and brought it back to the office on the same date. Ms. Modeste stated that she translated the form for Complainant and assisted her in filling out the document. The investigation determined that tenants can only receive the request form in the office and it is not sent with the informal hearing decision letter. Complainant checked off that she will require the services of a Spanish translator at the hearing. The form is stamped as received by the RHA on June 10, 2013.

On June 25, 2013, a letter was sent to Complainant in English-only informing her of the date and time of the formal grievance hearing as July 2, 2013 at 1:30pm. The letter states that failure to keep the appointment will result in a decision in favor of the RHA. Complainant used her neighbor to translate the document.

On July 1, 2013, a rescheduling letter was sent to Complainant in English-only informing her of a new date and time for the formal grievance hearing of July 9, 2013 at 3:00pm. The letter states that failure to keep this appointment will result in a decision in favor of the RHA. Recipient's Assistant Property Manager Staples stated that the letter is standard language for all tenants and just the date and time are changed.

On July 9, 2013, a formal grievance hearing was held and Complainant was represented by an attorney, who provided an interpreter for Complainant. A hearing officer conducted the formal grievance hearing. Recipient's Property Manager submitted evidence that Complainant had Mr. Rodriguez listed on her public welfare benefits for a few months in the past. Complainant continued to reiterate that she did not know Mr. Rodriguez.

On July 12, 2013, a Grievance Hearing Decision letter was sent to Complainant in English only. The Decision states that adverse action was taken because the RHA received information "from very reliable sources" that Santo Martinez-Rodriguez, who was arrested in

Mississippi for transporting a large amount of illegal drugs across state lines, gave Complainant's address as his home address; however, Mr. Rodriguez is not listed as part of the Complainant's household. RHA presented evidence that Mr. Rodriguez gave Complainant's address as his home address at the time of his arrest, that the Reading Police verified the address on the PA Driver's license which Mr. Rodriguez was carrying, and a check with the PA Department of Public Assistance confirmed Mr. Rodriguez was part of the [REDACTED] assistance benefits in 2008. Complainant denied ever knowing Mr. Rodriguez. The Decision states that the Hearing Officer ruled in favor of the RHA because it was "difficult to comprehend how Mr. Martinez-Rodriguez could obtain a driver's license with a renewal date of 3-12-12 at [REDACTED] address unless there was some type of relationship [and]... how Mr. Martinez-Rodriguez's personal information such as birthday and social security number would appear as part of the [REDACTED] DPW benefits package without [REDACTED] knowing him."

On August 2, 2013, Complainant was sent a final notice letter from the Recipient that there was missing information from her July 3, 2013 office visit to report a change in income. The letter indicates that the Complainant must complete the RHA application, paystubs for when Complainant's husband began working to present, and Complainant's husband must report to the office to sign a release form. This letter is in English only and does not include the Spanish sentence.

On or about August 2013, Complainant received a bill that she was delinquent on rent payments with a balance due of \$867.51. Recipient's Assistant Property Manager Staples confirmed that bills are sent by US mail in English only without the Spanish sentence to tenants.

On August 28, 2013, the Recipient filed a landlord tenant action for possession of Complainant's unit.

On August 29, 2013, Complainant's attorney sent a letter to the RHA stating that Complainant received a bill from the RHA for \$867.51. The letter states that while MidPenn Legal Services represents Ms. [REDACTED] on the unauthorized tenant issue, she should be able to contact the office for help with understanding rent payments. The letter states "Ms. [REDACTED] would like to receive notices in Spanish" because the RHA is "aware [that] she does not understand English." Mid Penn requests to know what translation services the office is willing to provide. There is no evidence of a response from the Recipient.

On September 10, 2013, a Notice of Judgment was entered in favor of the Recipient for possession of Complainant's unit.

On September 16, 2013, a Notice of Appeal from the September 10, 2013 Judgment was filed for Complainant by her representative.

On September 18, 2013, Complainant was sent a letter from the Recipient that there was missing information from her July 3, 2013 office visit to report a change in income. This letter is in English only and does not include the Spanish sentence.

On September 20, 2013, Complainant was sent an Interim Notice or Rent Adjustment in English only except for the Spanish sentence for \$477/month effective November 1, 2013.

In October 2013, Complainant had an annual recertification meeting with Assistant Property Manager Staples serving as interpreter and conducting the meeting. The investigation revealed that Complainant used her neighbor to translate English-only documents sent by the Recipient prior to her annual recertification meetings. Assistant Property Manager Staples had Complainant sign the Translation form prior to providing interpretation at this meeting. Ms. Staples confirmed that she has all tenants sign this form if they need translation during the recertification meeting before she translates the application form and begins asking the questions on the form. Ms. Staples stated that she translates the documents word-for-word and that if Complainant had indicated any misunderstandings, she would have reworded the document for Complainant.

A review of Complainant's October 2013 recertification documents showed English only documents, including Community Service Status Determination Form, Tenant Obligations Lease Addendum, HUD Fraud Notice, Family Information Sheet, standardized recertification documents (Income, Assets, Allowances and Deductions, etc.), HUD's Privacy Act Notice, Applicants/Tenant Information, and Tenant Emergency Form. Documents that included the Spanish sentence that the tenant can receive assistance at the office with Spanish translation included the RHA's What You Should Know about EIV and Debts Owed to Public Housing Agencies. Documents fully translated into Spanish include a memo regarding illegal boarders and lodgers, an appointment letter for the yearly recertification, including a list of documents to bring and complete prior to the appointment, notice regarding appliances, and a tenant obligations notice regarding disclosing firearms in the household.

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, including Centro Hispano. Additionally, the Recipient promotes its program at five to six expos annually. 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 provide sufficient translation services
- i. 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.), the documents do not state how staff can obtain those services. The investigation determined that while some staff would call other offices of the Recipient's with bilingual staff or make a referral to a local organization for language services, other staff indicated that the LEP person would be told to come back when bilingual staff is available at their particular office or be referred to a Spanish-speaking resident on the tenant council. 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 Glenside property indicated that when non-bilingual staff answer a call from a Spanish-speaker, they will say “un momento,” put the person on hold, and transfer them to a bilingual staff person to handle the call. 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 how documents were translated, 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 Complainant was provided an "I Speak" card at the time of her application, which was prior to 2003, and annually at her recertification meetings at the Recipient's Glenside office. Additionally, some Glenside staff indicated that "I Speak" cards are also posted in the office, but other staff were not aware of the cards at all. No Glenside 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 FR 41461. 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 Department finds that Recipient failed to provide basic interpretation services for accessing the public housing and Section 8 programs.

The investigation determined that family and friends of tenants are allowed to serve as interpreters for meetings with the Recipient. Some staff at the Glenside property indicated that they would first offer bilingual staff to the resident, even if they brought their own interpreter, while other staff indicated that they would use whomever the tenant brought with them for interpretation. Recipient’s Glenside Property Manager stated that children would also be allowed to serve as interpreters, but the bilingual Assistant Property Manager and Clerk Typist stated that they would not allow a child to serve as an interpreter. There is no clear policy in the LAP or Translation Policy regarding children serving as interpreters; however the Translation Policy states that applicants/tenants 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. The investigation determined that neither of the bilingual staff at the Glenside property indicated use of the release form when a tenant brings their own interpreter, and there was no evidence of release forms in any of the tenant files reviewed as part of the investigation. Additionally, the investigation revealed that the release form was used by the bilingual Assistant Property Manager when she provided translation of the certain recertification documents for Spanish-speaking tenants. Staff should be qualified to provide accurate interpretation and translation to tenants, and, therefore, release forms should only be used when a tenant chooses to use a potentially unqualified interpreter or translator *after* qualified services were offered by the Recipient.

The investigation determined that the policies outlined in the LAP and Translation Policy are not followed in practice at the subject property. Specifically, Glenside 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, Glenside staff indicated they would tell the tenant to come back when bilingual staff was available or refer them to a tenant of the tenant council who speaks Spanish.

The investigation revealed that the quality and accuracy of interpretation are assessed by the bilingual staff serving as interpreters. Glenside bilingual staff indicated that they will ask a tenant if they understood when they are interpreting; however, this is not made clear in the Recipient’s policies.

The investigation determined that evidence was inconclusive whether bilingual staff serve solely as interpreters at Informal or Formal Grievance Hearings. While the Recipient's staff indicated that bilingual staff serve solely as interpreters, Complainant alleged that for her Informal Settlement Conference Hearing on June 7, 2013, the bilingual staff person also asked questions of her during the hearing. The decision letter for this hearing is signed by the Property Manager and states that he decided in favor of the RHA and that eviction proceedings will continue. While there is no more evidence to support or refute this information, 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 of tenants during the proceedings independent of those asked by the Recipient's staff who is conducting the conference or hearing.

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 also need to make clear that the release form is only to be used when an applicant or tenant chooses to use a potentially unqualified interpreter or translator *after* qualified services were offered by the Recipient. 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 or if they have any questions during the interpretation. 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 no use of the Spanish version of Part I or Part II of the lease for Spanish-speaking tenants at the Glenside property. 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, RHA's What You Should Know About EIV form, RHA's Tenant Emergency Form, and RHA's memo regarding Illegal Boarders. 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 and appointment notices for annual recertification meetings in tenant files 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 revealed the Spanish sentence on the following documents rather than full translation of the document: (a) pre-application for federal public housing, (b) first contact letter to schedule appointment for application, (c) appointment notice to interview after application, (d) notification of eligibility, (e) letter informing applicant that the RHA has received the requested application changes, (f) HUD 52675 Debts Owed, (g) Recertification and Interim Rent Adjustment Notices, and (h) Notices of Proposed Adverse Action/Notices to Terminate Lease if the reason is failure to sign recertification/interim changes, failure to comply with the community service requirement, failure to keep unit clean, acting abusive/threatening staff, illegal boarders, and some 2014 failure to pay all monies due. The majority of Notices of Proposed Action involving failure to pay all monies due were in English only without the Spanish sentence. The Recipient's LAP states that a statement in Spanish will be on all material printed in English only informing individuals to contact the person or office who issued the material if translation services were needed. The investigation revealed that numerous English-only documents did not include the Spanish statement, including Informal Settlement Conference Request Form, Informal Conference Decision Letter, Formal Grievance Hearing Request Form, letters providing date and times for hearings, Grievance Hearing Decision letter, notices that the Recipient was missing information to report a change in income, bills, and multiple recertification documents.

The investigation revealed that many documents citing 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, bilingual staff at the Glenside property stated that they try to translate documents word-for-word when tenants bring in English-only documents to the office and Complainant contends that documents are not translated word-for-word, but rather staff provide generalizations of the documents. The investigation revealed that Complainant's witness, Benita Mejia, Paralegal at the Community Justice Project, observed a tenant seeking assistance with translation at the Recipient's Glenside Office. Ms. Mejia observed the tenant ask for clarification of the document and the Glenside front desk person state in Spanish that the RHA was right because of this, but did not translate the document word-for-word for the tenant. Ms. Mejia observed that when the tenant attempted to try to get the document translated again, she was told to come back another day.

Additionally, the Complainant was aware of the Spanish sentence on documents informing her to come into the office for assistance with the document in Spanish, she expressed that if she did go into the office, she was required to sign a paper that she is responsible for whatever is said. The investigation revealed that the Recipient's Assistant Property Manager had Spanish-speaking tenants sign a release form when providing translation of documents for recertification meetings. Complainant believed this was the practice for all documents she would bring into the office for translation, and, therefore, used her neighbor for translation rather than going into the office.

Finally, 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.

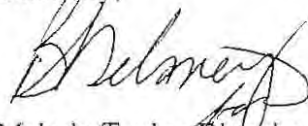
The Department's regulations implementing the Act require that a dismissal, if any, be publicly disclosed, unless a party requests that no such release be made. See 24 CFR § 103.400(a)(2)(ii). This request must be made by the complainants or the recipient within thirty (30) days of receipt of the determination 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  
Director  
Office of Fair Housing and Equal Opportunity  
Region III

cc: Marielle Macher, Esq. (Complainant's Representative)  
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