

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

TITLE VIII and SECTION 504

CONCILIATION AGREEMENT

Between



(Complainant)

and

Houston Housing Authority

(Respondent)

Approved by the FHEO Regional Director on behalf of the

United States Department of  
Housing and Urban Development

FHEO CASE NUMBERS: 06-12-0269-8 (Title VIII) and 06-12-0269-4 (Section 504)

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A. PARTIES AND SUBJECT PROPERTY

- [REDACTED] Complainant
- Protected Class – Physically Disabled
- Representative for Complainant  
Christopher McGreal, Staff Attorney  
Disability Rights Texas  
1420 W. Mockingbird Lane, Suite 450  
Dallas, Texas 75247-4932
- Houston Housing Authority, Respondent  
c/o Tory Gunsolley, President/CEO  
2640 Fountain View Dr., Suite 400  
Houston, Texas 77057
- Representative for Respondent Houston Housing Authority  
Karen R. Miniex, Vice President & General Counsel  
2640 Fountain View Dr., Suite 400  
Houston, Texas 77057
- Luenda Da Silva, Hearing Officer, Respondent  
2640 Fountain View Dr., Suite 400  
Houston, Texas 77057
- Representative for Respondent Da Silva  
Ajay Choudhary, Assistant General Counsel, Houston Housing Authority  
2640 Fountain View Dr., Suite 400  
Houston, Texas 77057
- Jennie Cordova, Assistant Administrator, Respondent  
2640 Fountain View Dr., Suite 400  
Houston, Texas 77057
- Representative for Respondent Cordova  
Ajay Choudhary, Assistant General Counsel, Houston Housing Authority  
2640 Fountain View Dr., Suite 400  
Houston, Texas 77057

The property is located at 12500 Dunlap St. #383, Houston, Texas 77035.


The respondents receive federal funding from the U. S. Department of Housing and Urban Development's Office of Public and Indian Housing.

## B. STATEMENT OF FACTS

A complaint was filed with the United States Department of Housing and Urban Development (the Department or HUD) on November 28, 2011, naming Houston Housing Authority, Luenda Da Silva and Jennie Cordova as Respondents. Complainant alleges she was injured by a discriminatory act of the respondents because of her physical disability (deaf). Complainant alleges that Respondents Houston Housing Authority, Luenda Da Silva and Jennie Cordova violated Section 804(f)(1), 804(f)(2) and 804(f)(3)(B) of the Title VIII Civil Rights Act of 1968 as amended by the Fair Housing Act in 1988, 42 U.S.C. 3601 et seq., (the Act). Section 804(f)(1) prohibits discrimination in the sale or rental, or to otherwise make unavailable or deny, a dwelling to any buyer or renter because of a disability of that buyer or renter, 804(f)(2) prohibits discriminatory terms and conditions based on disability and Section 804(f)(3)(B) prohibits refusal to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford disabled persons equal opportunity to use and enjoy a dwelling.

Complainant also alleges respondents violated Section 504 of the Rehabilitation Act of 1973, because of her disability. Section 504 states that no otherwise qualified individual with disabilities in the United States shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department.

The most recent act is alleged to have occurred on January 5, 2011, and is allegedly continuing. The property is located at: 12500 Dunlap St. #383, Houston, Texas 77035. The property in question is not exempt under the applicable statutes.

 hereinafter known as "the complainant") was a Section 8 housing choice voucher program participant with the Houston Housing Authority (hereinafter known as "Respondent HHA"). She is also an individual who is deaf and uses American Sign Language ("ASL").

The complainant alleges she was discriminated against when Respondent HHA failed to provide her at the January 5, 2011 informal hearing with an appropriate auxiliary aid that would have ensured effective communication. The complainant alleges she was not provided an ASL interpreter at her January 5, 2011 informal hearing. The hearing was to decide whether the complainant's Section 8 Housing Choice Voucher would be terminated. Instead, the complainant's minor daughter was used as the translator at this critical stage of her participation in the housing program. The complainant alleges that when she was forced to use her minor daughter to translate at this critical juncture, it was inappropriate and led to ineffective communication between her and Respondent HHA. The complainant's daughter also allegedly found it difficult to translate for her mother because she did not have the requisite level of

training to deal with the complex matter of an informal hearing regarding the termination of a voucher.

Further, the complainant alleges that she has had difficulties with her daughter translating for her and requires the use of an interpreter or video relay to communicate, especially at critical stages, such as an informal hearing.

Additionally, the complainant alleges that both she and her minor daughter requested on separate occasions in November and December 2010, that an interpreter be present at the hearing. Since all that was required was for the accommodation request to be made to a Respondent HHA staff member, the complainant and her minor daughter assert that these requests were appropriately made to Respondent HHA staff.

Respondent HHA staff allegedly informed the complainant that she was required to pay the cost of an interpreter when it was Respondent HHA's responsibility to pay for an interpreter.

After the complainant filed her complaint with HUD, Respondent HHA agreed to a second hearing in which an interpreter was present on February 14, 2012. Thereafter, Respondent HHA agreed to reinstate the complainant's funding with the stipulation of a repayment agreement in which they said the complainant owed due to a recalculation of her financial documents. The complainant agreed to a payment program which Respondent HHA initiated and has since made monthly payments. However, the complainant alleges that due to the Respondent HHA's initial decision not to provide a qualified hearing interpreter and to terminate the complainant's assistance, a large debt, concerning the delinquent subsidy portion of rent and late charges for non-payment of the delinquent subsidy portion of the rent, is owed to the landlord who continued to allow the complainant to remain in her unit during this time.

The respondents specifically deny the complainant's allegations, but agree to settle the claims in the underlying action by entering into this Conciliation Agreement.

#### C. TERMS OF AGREEMENT

1. This Conciliation Agreement (hereinafter "Agreement") shall govern the conduct of the parties to it for a period of one year.

#### D. EFFECTIVE DATE

1. The parties expressly agree that this Agreement constitutes neither a binding contract under state or federal law nor a Conciliation Agreement pursuant to the Act, unless and until such time as it is approved by the U.S. Department of Housing and Urban Development, through the FHEO Regional Director or his or her designee.

2. This Agreement shall become effective on the date on which it is approved by the Director, Fair Housing and Equal Opportunity (FHEO), Region VI, Fort Worth, Texas, of the United States Department of Housing and Urban Development (HUD).

#### E. GENERAL PROVISIONS

1. The parties acknowledge that this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm that they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.
2. Respondent acknowledges that he or she has an affirmative duty not to discriminate under the Act, and that it is unlawful to retaliate against any person because that person has made a complaint, testified, assisted or participated in any manner in a proceeding under the Act. Respondent further acknowledges that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement, and a statutory violation of the Act.
3. This Agreement, after it has been approved by the FHEO Regional Director, or his or her designee, is binding upon Houston Housing Authority, their employees, heirs, successors and assigns and all others in active concert with them in the approval of a complainant's Section 8 Housing Choice Voucher.
4. It is understood that, pursuant to Section 810(b)(4) of the Act, upon approval of this Agreement by the FHEO Regional Director or his designee, it is a public document.
5. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint involving Respondent made pursuant to the Fair Housing Act, or any other complaint within the Department's jurisdiction.
6. This Agreement constitutes the entire agreement between the Parties. There are no understandings, agreement, or representation, oral or written, not specified herein regarding this Agreement. No amendment to, modification of, or waiver of any provisions of this Agreement shall be effective unless: (a) all signatories or their successors to the Agreement agree in writing to the amendment, modification or waiver; (b) the amendment, modification or waiver is in writing; and (c) the amendment, modification or waiver is approved and signed by the FHEO Regional Director.
7. The parties agree that the execution of this Agreement may be accomplished by separate execution of consents to this Agreement, and that the original executed signature pages attached to the body of the Agreement constitute one document.

8. [REDACTED] hereby forever waives, releases, and covenants not to sue the Department or Houston Housing Authority, its heirs, executors, assigns, agents, employees and attorneys with regard to any and all claims, damages and injuries of whatever nature, whether presently known or unknown, arising out of the subject matter of HUD Case Numbers 06-12-0269-8 and 06-12-0269-4 or which could have been filed in any action or suit arising from said subject matter.
9. Houston Housing Authority hereby forever waives, releases, and covenants not to sue the Department or [REDACTED] and any successors, assigns, agents, officers, board members, employees and attorneys with regard to any and all claims, damages and injuries of whatever nature whether presently known or unknown, arising out of the subject matter of HUD Case Numbers 06-12-0269-8 and 06-12-0269-4 or which could have been filed in any action or suit arising from said subject matter.

F. RELIEF FOR COMPLAINANT

1. Houston Housing Authority has reinstated Complainant's Housing Choice Voucher and agrees to take the following actions, and, as set forth in this Agreement, will provide the Department with written certification that these requirements have been met:
  - a. Pay by check the amount of \$4,251.00 to Pines of Westbury, the complainant's landlord, within fifteen (15) days following the approval of this agreement for HHA's portion of back rental assistance payments concerning Complainant's occupancy of the subject property. The check shall be made payable to Pines of Westbury, and mailed to Pines of Westbury by a tracking mail delivery service at the following address: 12500 Dunlap, Houston, Texas 77035. The agreement will also be emailed to Mr. Choudhary on the day the agreement is approved by the FHCO Region VI Director.
  - b. Respond to [REDACTED] regarding her request for an American Sign Language Interpreter within five (5) working days of her initial request, whether the request is made verbally or in writing, through correspondence, in-person, a relative or agent. Requests shall be limited to [REDACTED] participation in HHA's programs or activities.
  - c. Assure the complainant and her children through this written agreement that Houston Housing Authority will not in any way subject them to retaliation.

## G. RELIEF IN THE PUBLIC INTEREST

1. Within 14 days of the effective date of this Agreement, Houston Housing Authority agrees to provide written notice to all employees reminding them of its policy to provide services for hearing impaired applicants or tenants regarding the provision of an interpreter upon their request or their designated agent i.e., anyone who the applicant/tenant designates to assist them with a request for such a need. It should be noted the designated agent could include family member(s) or friend(s).
2. Houston Housing Authority shall include the Legal Compliance Officer's contact phone number, name and email, in the attachment accompanying the briefing packet given to voucher-holders, and at annual recertification. The attachment accompanying the briefing packet shall also include a copy of the reasonable accommodation request form used by HHA. The attachment accompanying the briefing packet shall also include a request form and a section informing the voucher-holder that a sign language interpreter may be provided by HHA, if needed.
3. Houston Housing Authority shall compile the following information/documents regarding administration of its Housing Choice Voucher Program and submit two reports to HUD's FHEO Regional Director. The first report, which will be due on March 15, 2013, will capture information on all reasonable accommodations requested related to hard of hearing issues, from September 1, 2012 through March 1, 2013. The final report, which will be due on September 16, 2013, will capture information on all reasonable accommodations requested related to hard of hearing issues, from March 2, 2013 to September 15, 2013. The reports shall identify the person's name, the specific accommodation requested, the date of the request, and action taken on the request (i.e. granted or denied) and date of action.
4. For any reasonable accommodation requests provided to "hard of hearing" individuals related to interpreter services, identify the name, address and phone number for the company providing the certified interpreter for Houston Housing Authority.
5. Houston Housing Authority agrees to maintain the services of Certified Interpreters in providing reasonable accommodations to disabled individuals who are "hard of hearing."
6. Houston Housing Authority agrees not to discriminate in the rental of housing or refuse to negotiate for the rental of housing, or otherwise make unavailable or deny, assistance for a dwelling to any person because of race, color, religion, sex, familial status, disability or national origin.

7. Houston Housing Authority agrees not to discriminate against any person in the terms, conditions, or privileges of the rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, national origin, disability, sex, or familial status.
8. Houston Housing Authority agrees not to discriminate against any person by refusing to make a reasonable accommodation in rules, policies, practices, or services, when such accommodations may be necessary to afford such person equal opportunity to apply for and obtain assistance and use and enjoy a dwelling.

#### H. MONITORING

The Department shall determine compliance with the terms of this Agreement. During the term of this Agreement, HUD may review compliance with this Agreement. As part of such review, HUD may inspect Respondent's records. Respondent agrees to provide its full cooperation in any monitoring review undertaken by HUD to ensure compliance with this Agreement. Monitoring efforts may include testing or other enforcement activities.

#### I. REPORTING AND RECORDKEEPING

1. Within thirty (30) days of the effective date of this Agreement, Respondent shall transmit the following documents to the FHEO Regional Director:
  - a. a copy of the payment to the Landlord;
  - b. a copy of the delivery tracking report or certified mail receipt as evidence of delivery of payment; and
  - c. a copy of the written notice reminding HHA employees of the policy concerning reasonable accommodations to hearing impaired.
2. Within forty-five (45) days of the effective date of this Agreement, Respondent shall also certify to the FHEO Regional Director, in writing, that it has complied with paragraph G.2 of this Agreement.
3. Within forty-five (45) days of the effective date of this Agreement, Respondent shall submit to the FHEO Regional Director the name, address and phone number for the entity who provides certified translators/interpreters for Respondent to assist in providing effective communication in compliance with paragraph G.5 of this Agreement.
4. On March 15, 2013 and September 16, 2013, Respondent shall submit to the Department a report containing all of the information identified in paragraph G.3 and paragraph G.4 of this Agreement.



All required certifications and documentation of compliance must be submitted to:

U.S. Department of Housing and Urban Development  
Office of Fair Housing and Equal Opportunity  
Garry Sweeney, Regional Director  
801 Cherry Street, Unit #45, Ste., 2500  
Fort Worth, Texas 76102

J. CONSEQUENCES OF BREACH

Whenever the Department has reasonable cause to believe that the Respondent has breached this Agreement, the matter may be referred to the Attorney General of the United States, to commence a civil action in the appropriate U. S. District Court, pursuant to §§ 810(c) and 814(b)(2) of the Act.

K. SIGNATURES

[REDACTED]

[COMPLAINANT]

10-19-2012

Date

Tory Gunsolley, President and CEO  
For Houston Housing Authority and all Respondents  
[RESPRESENTATIVE]

Date

*Debra J. Newman*

Debra J. Newman  
[CONCILIATOR]

10/23/2012

Date

L. APPROVAL

*Gary Sweeney*

Gary Sweeney, Director  
Fort Worth Office of Fair Housing  
and Equal Opportunity, Region VI

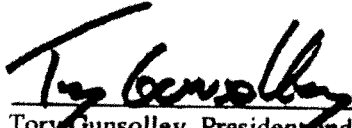
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Date

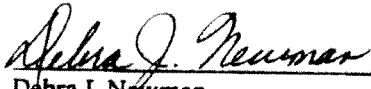
K. SIGNATURES

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[COMPLAINANT]

\_\_\_\_\_  
Date

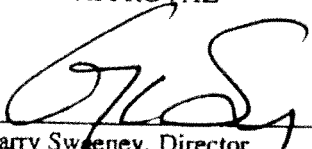
  
\_\_\_\_\_  
Tory Gunsolley, President and CEO  
For Houston Housing Authority and all Respondents  
[RESPRESENTATIVE]

10/18/12  
Date

  
\_\_\_\_\_  
Debra J. Newman  
[CONCILIATOR]

10/23/2012  
Date

L. APPROVAL

  
\_\_\_\_\_  
Garry Swaney, Director  
Fort Worth Office of Fair Housing  
and Equal Opportunity, Region VI

10/23/2012  
Date