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**STATE OF MINNESOTA
IN COURT OF APPEALS
A20-0088**

In the Matter of Sauda Mohamed.

**Filed December 14, 2020
Affirmed
Ross, Judge**

Dakota County Community Development Agency

Thuzong Xiong, Southern Minnesota Regional Legal Services, Inc., St. Paul, Minnesota
(for relator Sauda Mohamed)

Mary G. Dobbins, Landrum Dobbins LLC, Edina, Minnesota (for respondent Dakota
County Community Development Agency)

Considered and decided by Bryan, Presiding Judge; Ross, Judge; and Bjorkman,
Judge.

UNPUBLISHED OPINION

ROSS, Judge

The Dakota County agency responsible for administering Section 8 benefits terminated Sauda Mohamed's housing assistance after the agency's hearing officer concluded that Mohamed failed to accurately report her income. In this certiorari appeal, Mohamed emphasizes her limited proficiency in English and argues that substantial evidence does not support the hearing officer's conclusion that the agency afforded her meaningful access to the Section 8 program and that the Violence Against Women Act prohibits the agency from terminating her benefits. Because substantial evidence supports

the hearing officer's decision and because the Violence Against Women Act does not apply, we affirm.

FACTS

In 2014, Sauda Mohamed's household included her husband Osman Mayani and their four minor children. That year the Dakota County Community Development Agency (CDA) began providing Mohamed a Section 8 Housing Choice Voucher. *See* 42 U.S.C. § 1437f(o) (2018); 24 C.F.R. § 982.1(a) (2020). The voucher certified that Mohamed qualified for Section 8 housing assistance. But in 2019 the CDA determined that Mohamed had fraudulently misrepresented her household income, and it notified her that it intended to terminate her from the Section 8 program. The CDA conducted a hearing at Mohamed's request and received statements from Mohamed and housing specialist Kristen Andersen. The following facts derive from that hearing.

Spousal and Outside Support

Mayani lived with Mohamed from at least 2014 to May 2017 and helped support the family. Mohamed informed the CDA in May 2017 that she and Mayani had separated and no longer lived together. After Mohamed completed her annual recertification paperwork in May 2018, she informed Andersen by telephone that Mayani was giving her about \$400 each month. She also reported that her only asset was a checking account with less than \$40 in it. Mohamed informed Andersen in September 2018 that Mayani would no longer be providing her with support because he lost his job and was hospitalized. Mayani confirmed this representation in writing.

In her 2019 annual recertification paperwork, Mohamed stated that she received no child support and no monetary or nonmonetary contributions from anyone. But Andersen reviewed Mohamed's bank statements from August 2018 to August 2019 and discovered deposits from Mayani and other sources, totaling \$4,237.37. Andersen telephoned Mohamed, who said that she made the deposits from her tax returns and that Mayani helped her pay rent when her employment hours decreased. Mohamed also wrote a follow-up letter to Andersen, stating that Mayani made "irregular[] and infrequent[] deposits [] into my account for the sole purpose of providing items our children require, an example of this would be . . . a video game." Mohamed testified that she did not report Mayani's support because "it was not income he gave to her, but rather he gave it to his kids" and that the CDA never informed her that she had to report "income her kids received." Mayani confirmed the deposits and said that they included money for "clothes, games and eat outs." The CDA then concluded that Mohamed violated the Section 8 housing-benefits rules and CDA policy by submitting her 2019 recertification documents falsely stating that she had received no support from September 2018 to August 2019. The CDA notified Mohamed in September 2019 that it intended to terminate her from the Section 8 program and require her to repay \$1,155 of overpaid benefits.

Limited English Proficiency

Mohamed speaks Somali and testified that her English comprehension is below a first-grade level. She implied that she could not understand the interpreter the CDA had provided because he spoke the Woqooyi dialect, of which she said she "can't understand any words" because she speaks only the Hamari or Benadiri dialect. During her 2014

original household intake process, Mohamed had requested an interpreter “for the Somali language.” Andersen testified that she told Mohamed that she could inform Andersen if she was not comfortable with her interpreter. Mohamed never informed Andersen that she was not satisfied with the interpreter services. Every year from 2014 to 2017, a Somali interpreter accompanied Mohamed to an annual recertification appointment. Mohamed never asked for a different interpreter or reported difficulty understanding. She testified that she had not asked for a different interpreter because the 2017 interpreter had made “inappropriate comments” and “told her to go educate herself,” making her feel ashamed. But she did not say why she never asked for a different interpreter from 2014 to 2017.

In 2018, the CDA changed the format of the recertification process from in-person to mail. The CDA offers Section 8 housing-benefits recipients free interpretation services by telephone for the new mail process. The participant seeking the services must telephone the agency, after which an administrative assistant would schedule interpreter appointments through an interpretation agency. Mohamed did not request an interpreter or indicate that she needed one.

Mohamed and Andersen conversed by telephone in English many times between 2015 and 2019 without the aid of an interpreter. They discussed various aspects of the Section 8 program, including absences from the house, traveling overseas, reporting changes of employment and income for herself and Mayani, divorcing Mayani and having him removed from the Section 8 calculations, ensuring that her employers and landlord verified the information she reported, clarifying changes in her rent share, reporting changes in the amount of support Mayani provided to her, and confirming sources of bank

deposits. Mohamed also relayed many issues to Andersen and complied with the instructions Andersen provided to her, always in English. Mohamed never suggested to Andersen that she had difficulty understanding their discussions in English.

The CDA had classified Mohamed as having limited English proficiency. But based on all of her regular English interactions with Andersen, the CDA maintained that Mohamed's claim that she did not understand her reporting obligations was untrue. The CDA added that it had consulted Somali interpreters and determined that no meaningful difference existed between the Hamari or Benadiri and Woqooyi Somali dialects. After Mohamed testified, the hearing officer asked Mohamed's Somali interpreter about dialectical differences. The interpreter stated that she speaks Benadiri or Hamari, and "doesn't do Woqooyi." But the interpreter also stated that "there is a [Somali] language that is common for everyone to speak" and that "most Somalis understand the same language."

Domestic-Violence Claim

Mohamed testified that Mayani was abusive, and she asserted that the abuse was relevant to her errant representations to the CDA. She said that he had "hurt her physically," threatened her, and interfered with her ability to learn English. This, she claimed, exacerbated her inability to understand her Section 8 obligations and entitled her to protection under the Violence Against Women Act (VAWA).

Hearing Officer's Fact-Findings and Legal Determination

The hearing officer concluded that Mohamed fraudulently misrepresented her household income, justifying the CDA's decision to terminate her Section 8 housing

benefits. She reasoned that the “CDA has . . . provided sufficient access to interpretation services in accordance with the requirements set forth to housing agencies.” She found that Mohamed had multiple “successful” telephone conversations without an interpreter, “has successfully dealt with the CDA in matters related to her housing,” and “has demonstrated in her dealings with the CDA an ability to understand and follow through on reporting other household changes and providing required information [and] documentation.” The hearing officer also determined that “there is insufficient evidence to confirm a domestic violence issue.”

This appeal by writ of certiorari follows.

D E C I S I O N

Mohamed appeals the CDA’s decision to terminate her Section 8 housing benefits. We uphold a housing authority’s quasi-judicial decision unless the relator demonstrates that it was based on a legal error, was arbitrary and capricious, or is unsupported by substantial evidence. Minn. Stat. § 14.69 (2018); *see Webster v. Hennepin County*, 910 N.W.2d 420, 427–28 (Minn. 2018); *see also Carter v. Olmsted Cty. Hous. & Redev. Auth.*, 574 N.W.2d 725, 730 (Minn. App. 1998). Mohamed maintains generally that the hearing officer’s conclusions are not supported by substantial evidence under the circumstances of her language difficulties and abuse. Substantial evidence is relevant evidence that a reasonable person might accept as sufficiently supporting a conclusion. *Carter*, 574 N.W.2d at 730. For the reasons that follow, we are satisfied that the record contains substantial evidence that Mohamed failed to report true and complete information and that her excuses for the failure are factually and legally unavailing.

The CDA's concern that Mohamed falsely reported her resources arises from the reporting obligations established in Section 8 laws and regulations. Federal law authorizes state and local public-housing agencies like the CDA to administer the Department of Housing and Urban Development's (HUD) Section 8 housing benefits. 42 U.S.C. § 1437f (2018); 24 C.F.R. § 982.1(a)(1) (2020). The Housing Choice Voucher Program determines what, if any, rent-assistance benefits participants may receive as determined in part by their household total income. 42 U.S.C. § 1437f(o)(2)(A). "Income" includes "regular contributions or gifts" from persons not residing in the household. 24 C.F.R. § 5.609b(7) (2020). The Dakota County Applicant/Tenant Certification and Statement of Tenant Responsibilities form requires Section 8 benefits recipients to report changes in household income within 30 days. The CDA will terminate a participant's assistance if the participant violates any obligation, 24 C.F.R. § 982.552 (c)(1)(i) (2020), which includes the duty to report "true and complete" income information, 24 C.F.R. § 982.551 (b)(4) (2020).

Mohamed's Undisputed Failure to Provide True and Complete Information

The foundational issue here is not in dispute. Mohamed does not directly challenge the finding that she failed to report child support and other support as required under Section 8, and the record amply supports the finding. She did not report monetary contributions she received from Mayani and other sources throughout 2018 and 2019. Our primary focus in this appeal is Mohamed's asserted justifications for her failure to report, specifically, her limited-English-proficiency status as it bears on the agency's duty to ensure she had meaningful access to the Section 8 program, and alleged domestic abuse.

Meaningful Access to the Section 8 Program

Mohamed argues that the CDA failed to ensure that she comprehended her Section 8 obligations, including her responsibility to report her “income.” This failure, she maintains, requires us to overturn the CDA’s decision to terminate her Section 8 housing benefits. The argument is unavailing.

Mohamed highlights the CDA’s meaningful-access obligations. The CDA may not “[r]estrict a person in any way in access to such housing, accommodations, facilities, services, financial aid, or other benefits.” 24 C.F.R. § 1.4(b)(1)(iv) (2020). More specifically, the CDA must “take reasonable steps to ensure meaningful access to their programs and activities by LEP [Limited English Proficiency] persons.” Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 72 Fed. Reg. 2732, 2740 (Jan. 22, 2007). The phrase “meaningful access” is undefined in the executive order directing agencies to develop meaningful-access plans for LEP persons, in the responsive rules that HUD promulgated, and in the CDA’s LEP guidelines. Exec. Order No. 13166, 65 Fed. Reg. 50,121 (Aug. 16, 2000); Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 72 Fed. Reg. at 2740; Dakota Cty. Soc. Servs. Dep’t, Limited English Proficiency (LEP) Plan (2013). It is instead a loose term “designed to be a flexible and fact-dependent standard.” Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 72 Fed. Reg. at 2740. We conclude that even under the term’s nebulous meaning, the CDA’s failure to provide

different interpretation and translation services did not deprive Mohamed of “meaningful access” to the program by leaving her unclear about her reporting duties.

The record compels this conclusion. While Mohamed contends that she could not understand the CDA’s Somali interpreter in 2014 and 2017, she did not say that she could not understand the CDA’s interpreter in 2015 and 2016. The specific duty to provide true and complete income information remained unchanged throughout all her years receiving Section 8 benefits, from 2014 through 2019. And even if we were inclined to reject the factual finding that she understood what qualified as income in 2019 (we are not so inclined), she still failed to provide the CDA with true and complete information previously. Mohamed stated in September 2018 that Mayani had ceased giving her money, while the record shows that Mayani continued to make deposits into her bank account in September, October, and November 2018.

We are similarly unpersuaded by Mohamed’s contention that the CDA failed to provide adequate English-translation assistance when it transitioned from an in-person household-recertification process (with an interpreter assigned automatically) to recertification-by-mail paperwork in English (with an interpreter available on request). Mohamed does not suggest that the newer process is in any way unlawful or falls short of the agency’s “meaningful access” obligation. And the CDA provided Mohamed with a written statement—in Somali—advising her what specific telephone number to call to receive interpreter services at no cost to her. Mohamed’s protest that the recorded message a caller hears is in English does not affect our conclusion; nothing in the record suggests that she called the number seeking an interpreter or that she could not understand the

English message. The record supports the finding that, if Mohamed had elected to call the line, she would have reached an operator and been directed to whatever interpreter services she requested.

Also unavailing is Mohamed's contention that the CDA failed to meet its meaningful-access obligation because its 2014 and 2017 interpreter translated in a Somali dialect incomprehensible to Mohamed. Mohamed never told the CDA that she spoke a different dialect until the CDA reacted to her 2019 misrepresentations. And when she requested interpretation services in 2014, she checked the box for "Somali" and nowhere indicated that she spoke a unique dialect. We see additional support for the hearing officer's credibility finding rejecting Mohamed's claim that she could not understand the interpreter's dialect: although Mohamed asserted that she "can't understand any words" spoken in the Woqooyi dialect, she cited the 2017 Woqooyi-speaking interpreter's allegedly disparaging comments as the reason she did not request a different interpreter of her own dialect.

And we cannot overlook the most obvious support for the hearing officer's conclusion that Mohamed understood her obligations despite her LEP status, which is the evidence that she regularly communicated in English about the details of the program. She initiated telephone calls with and wrote letters to the CDA, always in English. For example, in September 2018, Mohamed followed up after multiple telephone calls with Andersen in English by submitting a written statement in English, asserting that she no longer received support from Mayani. Mohamed concedes that her actions support "an inference that [she] does have difficulties understanding the program requirements, but is able to comply with

program requirements when there is a conversation or meeting.” We see nothing in the record to support Mohamed’s assertion that the agency failed in its meaningful-access duty in any way, let alone in a way that would excuse her failure to accurately report her income.

Domestic-Abuse Allegations and the Violence Against Women Act

Mohamed points to a federal statute prohibiting violence against women and attempts to link her reporting failure to that statute. The attempt fails. The VAWA prohibits public-housing agencies from terminating participation “on the basis that the . . . tenant is or has been a victim of domestic violence.” 34 U.S.C. § 12491(b)(1) (2018); 24 C.F.R. § 5.2003(8) (defining Section 8 tenant-based rental assistance as housing-benefits program that VAWA covers). A public-housing agency may not terminate a tenant’s participation in its programs based on “an adverse factor” that is a “direct result of the fact that the [participant] is or has been a victim of domestic violence.” U.S. Dep’t of Hous. & Urb. Dev., Violence Against Women Reauthorization Act of 2013 Guidance 6 (2017) (VAWA Guidelines). Mohamed argues that the VAWA prohibits the CDA from terminating her housing benefits because Mayani’s alleged domestic abuse prevented her from understanding the Section 8 program requirements. Because Mohamed did not prove that the alleged domestic abuse directly resulted in her failure to report income and monetary contributions, her VAWA theory fails.

The hearing officer did not find that Mohamed was a domestic-violence victim at all, but even if we were to assume that she was, her testimony did not reasonably explain how the abuse led to her failure to report her income. The record shows that Mayani and Mohamed resided together until 2017, but she failed to report her income from 2018 to

2019, after her divorce. The VAWA does not prevent a public-housing agency from terminating housing assistance for a lease violation unrelated to domestic violence; it instead prevents the public-housing agency from applying a more stringent standard to a domestic-violence victim. 24 C.F.R. § 5.2005(d)(2) (2020). Mohamed failed to allege, and failed to prove, any facts from which the hearing officer could conclude that the VAWA has any bearing on the CDA's decision to terminate her Section 8 benefits.

Mitigating Circumstances

Mohamed also argues that the hearing officer failed to consider her “mitigating circumstances.” The argument fails, because “controlling federal law does not require hearing officers to consider mitigating facts” and instead merely affords the local housing authority the discretion whether to consider mitigating factors. *Peterson v. Wash. Cty. Hous. & Redev. Auth.*, 805 N.W.2d 558, 563 (Minn. App. 2011), *review denied* (Minn. Oct. 26, 2011). Even if the hearing officer were required to consider mitigating factors, Mohamed offers no compelling mitigating factors, citing her young children, her pregnancy, her limited English, and the alleged domestic abuse. It is clear from the record that the hearing officer was aware of all of the relevant circumstances and had an ample basis on which to affirm the CDA's termination of Mohamed's Section 8 benefits.

Affirmed.