

# Housing Rights **ADVOCATE**

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## Accessibility Matters

By Nekesha Phoenix

**F**inding affordable housing is a challenge for Austin residents. Now, imagine you are an individual seeking affordable and/or accessible housing. Many of us take for granted the ability to open a door, turn on a light switch, turn up the AC, and go to the swimming pool.

The wants and desires of housing vary for each individual but the physically impaired require and are entitled to accessible housing per the Fair Housing Act.

The Fair Housing Act Design Manual outlines the 7 design requirements, which include:

REQUIREMENT 1 – Accessible Building Entrance on an Accessible Route

REQUIREMENT 2 – Accessible and Usable Public and Common Use Areas

REQUIREMENT 3 – Usable Doors

REQUIREMENT 4 – Accessible Route Into and Through the Covered Unit

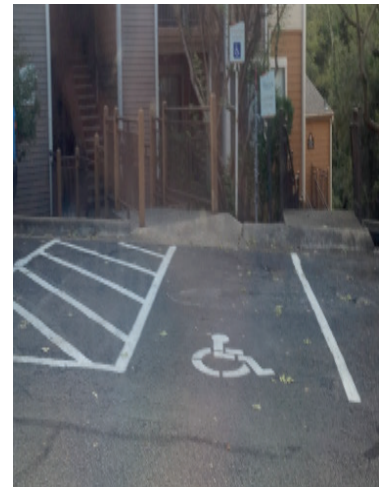
REQUIREMENT 5 – Light Switches, Electrical Outlets, Thermostats, and other Environmental Controls in Accessible Locations

REQUIREMENT 6 – Reinforced Walls for Grab Bars

REQUIREMENT 7 – Usable Kitchens and Bathrooms

These requirements can be applied to structures built after March 13, 1991, however, if the structure was built prior to 1991 and the individual still wants to live at the residence, they may need to ask for a Reasonable Accommodation or

Reasonable Modification. The Fair Housing Program at Austin Tenants Council can assist individuals with interpreting how these 7 requirements can assist them with obtaining **accessible** housing and discuss if a *Reasonable Accommodation or Modification* is required.



## Know Your Lease: Key Components of a Rental Contract

By Rachel Walker

**W**hether you are going through the leasing process or have already signed a lease, it is important to have a complete understanding of your privileges and obligations under the rental contract. With that in mind, we have compiled a list of key lease terms that tenants often have questions about. We recommend [reading the lease agreement in its entirety and making a list of payments, deadlines, and important rules.](#) Please note that tenants living in subsidized housing may have additional rights.

If you would like assistance looking over your lease, we are happy to help! For help reviewing the full text of your contract, you can call 512-474-7006 to schedule an in-house counseling appointment. You can also reach out to us through the online counseling portal on our website.

### PAYMENTS

Make note of any payments due under the lease. Your landlord can only charge you for payments that are established in the lease contract. First and foremost, what

is your monthly rent payment, and when is it due each month? Your lease may also outline other monthly fees, such as pest control charges, parking, or utilities paid to the landlord.

You should also be aware of who, exactly, is responsible for payments under the lease. If you have signed an individual lease, then you are responsible for all payments.

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# Know Your Lease: Key Components of a Rental Contract (Continued)

If you have signed a joint lease with others, then all parties are jointly and severally liable for payments, unless the lease specifies otherwise. A landlord can hold any leaseholder of a joint lease responsible for the full amount, so you may want to consider signing a separate contract between roommates to establish each tenant's responsibilities to each other.

## WATCH OUT FOR LATE FEES!

Your landlord cannot begin to assess late fees until rent has remained unpaid for two full days. Your lease should state how late fees will be calculated. Generally, there is an initial charge the first day that rent is due, and a smaller fee that will be calculated daily while the balance remains unpaid.

Late fees can add up quickly and trap tenants in a cycle of overdue payments. Most of the tenants we help have signed either the Texas Apartments Association or the Texas Association of Realtors lease contract. Both of these leases contain a provision that allows a landlord to apply any payment towards unpaid balances before it is applied to rent. This means that your rent payment could be applied towards late fees or other charges from a previous month, which would make you behind on rent even if you paid the full amount. Your landlord could then begin to assess late fees in accordance with the lease. To help keep track of any outstanding balance, you should request a ledger in writing.

## MOVE-OUT NOTICE

Generally, your lease will automatically renew at the end of the lease term, unless either you or your landlord gives Notice of Termination. This means that you cannot simply move out when your lease ends. You must provide advance notice, or your landlord can hold you liable for future rent payments. Most often, a lease will require 60-day advance notice of move-out. Others may require 30, or even 90-day notice, so be sure to read this section of your lease carefully. Keep a copy of this notice for

your records.

## DELIVERY OF NOTICE UNDER THE LEASE

Your landlord must disclose an address for delivery of notice under the lease, such as advance notice of move-out or a repair request. This will usually be the landlord's address or the address of the property management company. Note that a lease will often state that notice must be signed and delivered to a certain address. It is best practice to send all notices through certified mail and keep a copy of the notice and return receipt.

## REPAIRS

Your landlord has an obligation to repair any condition that threatens your health and safety, as long as you or a guest of yours did not cause that condition through action or neglect. That being said, your lease agreement may outline who is responsible for other repairs. For example, leases often say that a tenant is responsible for replacing the HVAC filter as needed, but that the landlord is responsible for other HVAC repairs. A lease may also address repair situations such as washer/dryer issues or repairs after an attempted break-in.

## EARLY TERMINATION

Once the lease agreement has been signed, it is legally binding. Terminating a lease early is very challenging, and tenants who move out early are generally still liable for rent until a replacement tenant has been found. Some leases outline early termination options in the event that unforeseeable circumstances require you to move before the end of your lease term. Your lease may allow for a buy-out option, which would allow you to terminate the agreement by paying an additional fee established by the lease. Other leases may require you to pay a "re-letting fee" to cover costs associated with finding a new tenant. The re-letting fee does not necessarily terminate the lease agreement, however, and the tenant may still be held liable for rent until a replacement tenant begins

paying rent.

Please note that the Texas Property Code does allow survivors of sexual assault, stalking, and/or domestic violence to terminate their leases early with proper documentation. Members of the armed forces may also terminate their lease agreement if they have received military orders requiring them to move.

## LANDLORD ENTRY

If you are renting property, your landlord needs your permission to enter the leased premises. However, this permission is often written into the lease agreement. Most leases address landlord entry in some way, and may give the landlord or property manager broad privileges to access the rental unit without providing advance notice. It is important to understand exactly when your landlord can enter your rental dwelling, and if the lease requires them to make arrangements with you before entering.

## APARTMENT AND COMMUNITY RULES

How long can guests stay in the rental unit? Can a visitor bring their pet into the dwelling? What is the parking policy? Do you need to maintain the yard?

When you sign your lease agreement, you are agreeing to abide by all rules established in the contract. Understanding these policies will help you avoid lease violations, fines, and even eviction proceedings. In the event that you have breached the lease contract, the landlord may start the eviction process. The Texas Property Code requires a landlord to give a minimum of 72 hours' Notice to Vacate before filing an eviction in most cases. However, your lease may actually allow your landlord to give you less time before filing an eviction. Be sure to make note of the Notice to Vacate period established by the lease.

# La accesibilidad es importante

Por Nekesha Phoenix

**H**allar una vivienda asequible es un problema para muchos residentes de Austin. Ahora, imagine ser una persona en busca de vivienda asequible y/o accesible. Muchos de nosotros damos por hecho la facilidad de abrir una puerta, encender la luz, subir el aire acondicionado o ir a la alberca.

Las necesidades y deseos de vivienda varían en cada persona, pero aquellas con impedimentos físicos requieren y tienen derecho a una vivienda accesible según el Acta de Vivienda Justa.

El Manual de Diseño del Acta de Vivienda Justa menciona los 7 requisitos de diseño

siguientes:

REQUISITO 1 – Entrada a edificio accesible y en trayecto accesible

REQUISITO 2 – Áreas públicas y de uso común accesibles y utilizables

REQUISITO 3 – Puertas utilizables

REQUISITO 4 – Trayecto accesible hacia y dentro de la unidad cubierta

REQUISITO 5 – Perillas de luz, enchufes, termostatos y otros controles de ambiente en lugares accesibles

REQUISITO 6 – Paredes reforzadas para

barras de seguridad

REQUISITO 7 – Cocinas y baños utilizables

Estos requisitos son aplicables a estructuras construidas a partir del 13 de marzo de 1991; sin embargo, si la estructura fue construida antes de 1991 y la persona desea vivir en ella, podría solicitar una Adaptación Razonable o Modificación Razonable. El Programa de Vivienda Justa en Austin Tenants Council (Consejo de Inquilinos de Austin) puede explicar a inquilinos cómo estos 7 requisitos pueden ayudarlos a obtener una vivienda **accesible**, y determinar si necesitan una *Adaptación Razonable o Modificación Razonable*.

## Conozca su contrato de renta: elementos claves

Por Rachel Walker

**E**s importante entender totalmente su contrato de arrendamiento o alquiler. Con eso en mente, hemos recopilado una lista de términos claves en contratos, sobre los que algunos inquilinos tienen duda. Recomendamos [\*leer el contrato de renta en su totalidad y tomar nota de pagos, vencimientos, y reglas importantes\*](#). Conviene saber que los inquilinos que viven en viviendas subsidiadas podrían tener derechos adicionales.

### PAGOS

Tome nota de todo vencimiento de pago bajo contrato. El propietario solo puede cobrarle los pagos dispuestos en el contrato de renta. Primero y principal: ¿cuál es el pago mensual de renta, y cuándo vence en el mes? El contrato podría fijar otros cargos mensuales, como pago extra por fumigación, estacionamiento o servicios públicos pagados al propietario.

### ¡OJO CON LOS RECARGOS POR ATRASO!

El propietario no puede empezar a cobrar recargo hasta dos días enteros después del vencimiento de pago. Su contrato debe in-

dicar cómo se calcula el recargo por mora.

Los recargos pueden incrementar rápidamente la deuda y atrapar a inquilinos en un ciclo de pagos vencidos. La mayoría de los inquilinos a los que ayudamos han firmado un contrato de renta de la Asociación de Apartamentos de Texas o de la Asociación de Agentes de Bienes Raíces. Ambos contratos contienen una provisión que le permite al propietario aplicar todo pago al saldo debido, antes de aplicarlo a la renta actual. Esto significa que lo que usted paga de renta se usa para cubrir toda deuda del mes anterior, lo que hace que usted se atrase en la renta actual aunque haya pagado el total. El propietario podrá entonces aplicar los recargos por atraso en el pago, de acuerdo al contrato.

### AVISO DE MUDANZA

Generalmente su contrato de renta se renueva automáticamente al final del término del contrato, a menos que usted o el propietario dé un aviso de rescisión de contrato. Esto significa que usted no se puede mudar directamente cuando se termina el contrato. Usted debe enviar

un aviso con antelación, o el propietario puede hacerlo responsable de futuros pagos de renta. En la mayoría de los casos, el contrato dispone avisar de la mudanza con 60 días de antelación. Otros pueden ordenar 30, o hasta 90 días de preaviso, así que asegúrese de leer esta sección del contrato cuidadosamente.

### ENTRADA DEL PROPIETARIO

Si usted está rentando una vivienda, el propietario necesita su permiso para entrar a la unidad rentada. Sin embargo, este permiso suele ser autorizado en el contrato de renta. La mayoría de los contratos permiten la entrada del propietario en ciertos casos, y hasta podría dar a propietarios o administradores el privilegio de acceder a la unidad rentada sin aviso previo. Es importante entender exactamente cuándo el propietario puede entrar a su vivienda rentada, y si el contrato les ordena acordar con usted antes de entrar.

If your agency would like to receive additional copies of this newsletter or if you have any changes to the mailing list, contact Rachel at 512-474-7006 Ext. 106 or rachel@housing-rights.org. If you prefer to view our newsletter online, we will gladly remove your name from our mailing list.

This service is certified as a lawyer referral service as required by the State of Texas under Chapter 952, Occupations Code.

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The Austin Tenants Council, as a subrecipient of the City of Austin, is committed to compliance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended. Reasonable modifications and equal access to communications will be provided upon request. Please call 512-474-1961 (voice) or Relay Texas at 1-800-735-2989 (TDD) for assistance. The City does not discriminate on the basis of disability in the admission or access to, or treatment or employment in its programs and activities. David Ondich has been designated as the City's Section 504/ADA Program Manager. His office is located at 505 Barton Springs Road, Suite 600. If you have any questions or complaints regarding your Section 504/ADA rights, please call the 504/ADA Program Manager at 512-974-3256 (voice) or 974-2445 (TTY). This publication is available in alternative formats. Please call 512-474-1961 (voice) or Relay Texas at 1-800-735-2989 (TDD) for assistance.

**Fair Housing Program / Programa de Vivienda Justa** This program helps any person in the Austin metropolitan area who has been discriminated against in the rental, sale, financing, or appraisal of housing. FHP investigates complaints and coordinates legal services to assist victims of discrimination when their rights under state and federal fair housing laws have been violated. Este programa ayuda a cualquier persona en el area metropolitana de Austin que se ha enfrentado con discriminación en la renta, compra, financiamiento, o evaluación de vivienda. El FHP investiga las quejas y coordina servicios legales para las victimas de discriminación cuando sus derechos están violados bajo las leyes estatales y federales de vivienda justa. Call / llame al 512-474-7006.

**Telephone Counseling / Consejos por Telefono** Trained counselors answer tenant-landlord questions and make appropriate referrals. However, ATC offers no legal advice. Consejeros contestan preguntas acerca de inquilinos-propietarios y hacen referencias necesarias. Sin embargo, ATC no ofrece consejos legales. Call / llame al 512-474-1961.

**In-House Counseling / Consejos en la Oficina** Counseling information and materials are provided to clients in need of more in-depth assistance. Se provee información y materiales a los clientes que necesitan mayor información. Call for an appointment / llame para una cita al 512-474-7006.

**Crisis Intervention / Intervencion Crisis** Counselors mediate on behalf of tenants to resolve emergencies that threaten their housing. Consejeros median en nombre del inquilino a resolver una emergencia que amenaza su vivienda. Call / llame al 512-474-1961.

**Rental Repair Assistance / Ayuda con Reparaciones en su Vivenda** The Renters' Rights Assistance Program helps low-income renters enforce their rights for repairs through advocacy and mediation. El Programa de Asistencia con los Derechos de Inquilinos ayuda a los inquilinos de bajo ingreso da fuerza a sus derechos para reparaciones por medio de negociación y mediación. Call / llame al 512-474-7006.

**Lease Forms / Contratos** ATC sells lease packets and brochures describing landlord and tenant rights and responsibilities to landlords for a small fee. ATC vende paquetes de contratos y folletos, por una cuota nominal, describiendo los derechos y las responsabilidades del propietario y del inquilino. Call for more information / llame para mayor información al 512-474-7006 .

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