



# Housing Rights ADVOCATE

Issue 18, Spring 2001

[www.housing-rights.org](http://www.housing-rights.org)

The Austin Tenants' Council

Safe • Affordable • Fair Housing for All

## River Woods Case Changes National Policy

A settlement agreement, with national ramifications, has been reached with the FDIC in a lawsuit filed by James Patterson against the Texas Department of Housing and Community Affairs (TDHCA) and the Federal Deposit Insurance Corporation (FDIC) over the release of rent restrictions and the demolition of River Woods Apartments on South Congress Avenue. ATC worked with Legal Aid of Central Texas which represented Mr. Patterson in the lawsuit.

The Resolution Trust Corporation originally sold River Woods in 1991 to private owners with a land use restriction agreement limiting occupancy on 40 of the 110 apartments to lower-income families. The rent on these apartments was restricted for the useful life of the property or for forty years whichever is longer. Under the land use restriction, the rent restrictions could be released prior to forty years only if TDHCA determined that all or a portion of the property had become obsolete, making it unusable for housing and that repairs are financially infeasible.

Mr. Patterson, a tenant at River Woods in 1999, filed suit against TDHCA, the FDIC, the owners of River Woods and a private developer in September 1999 after he learned that TDHCA had approved removal of the rent restrictions and ultimately the demolition of River Woods Apartments. The apartments were to be closed down without giving the tenants any notice or opportunity to submit information to TDHCA on whether the property was still habitable or capable of being repaired.

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## Manufactured Housing Bill Before Legislature

The Texas Legislature is considering a bill that will provide essential rights for the more than 750,000 Texans who own a manufactured (a.k.a. mobile) home but rent the lot where their home is located. The Consumers Union (CU) recently released a study which reported that Texans buy more manufactured homes than residents of any other state. Unlike most other states, Texas has no protections for manufactured home owners that rent their lot.

Many of these consumers have a 30-year loan on the home and a 30-day lease on the lot. In Texas, a landlord can terminate a month-to-month lease for no reason simply by giving 30 days notice to the tenant. The cost of moving a manufactured home according to CU is between \$1500 and \$3500 and such a move threatens the structural integrity of many homes, especially older ones.

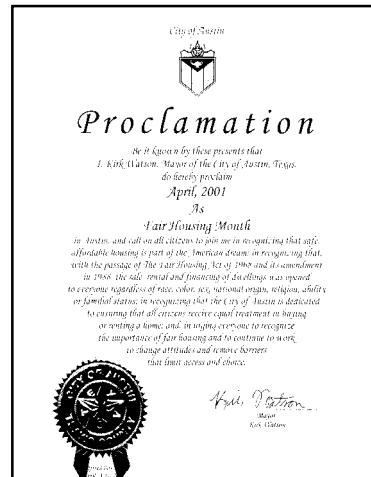
CU's study found that as few as ten percent of new manufactured home loans include both the land and the home as collateral. ATC has helped many manufactured homeowners over the years with serious problems and the tenants usually have little recourse without facing the possibility of losing the lease on their lot. This inequity makes these tenants especially vulnerable. The Consumers Union's Southwest Regional Office has been working on this issue for more than four years and has sought support for HB 557 from ATC and other groups. State Representative Dawn Dukes who has

## Happy Birthday to ATC and the Fair Housing Act

As the 33rd Anniversary of the enactment of the federal Fair Housing Act (Title VIII of the Civil Rights Act of 1968) is observed in April 2001, we at ATC also observe the 28th Anniversary of the founding of our housing rights organization. ATC was founded on April 11, 1973 by volunteers from the Austin community, under a philosophy that everyone has a right to safe, decent and affordable housing.

Volunteerism has been the foundation of successful housing rights advocacy by ATC for the past 28 years. This April (Fair Housing Month), we honor the memory of two ATC volunteers, Velma Roberts and Clarence Briscoe, who recently passed away.

Velma Roberts dedicated more than 35 years to civil rights activism. She fought for equal employment, educational and housing opportunity, founding the local chapter of the National Welfare Rights Organization in 1969. Later, she served as a counselor with Legal Aid of Central Texas for over 10 years and worked with the Texas Department of Agriculture. In the past years, though retired, she served as Vice President of the Black Citizens Task Force, advocated for residents of public housing, distributed fair housing information, served as a panelist at local fair housing forums and referred housing discrimination complainants to ATC. We honored Velma with an award for Outstanding Community Service in 1998.



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# Landlord-Tenant News

## River Woods

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Meanwhile, the owners continued to collect rent from the tenants and did not give the tenants any reduction in rent because of the condition of the property.

Under the settlement agreement, the FDIC agreed to amend its policy manual for all properties sold by the RTC or the FDIC through the Affordable Housing Disposition Program. Currently such properties exist in 30 states. Under the amended policies, which are to be in effect by May 3, 2001, owners of properties such as River Woods will be required to notify all tenants at a complex if the owner seeks to be released from the rent restrictions in place at the apartment complex. The tenants will have 60 days to submit information to TDHCA, or other appropriate state agency, on the condition of the property and whether the owners should be released from the rent restrictions. TDHCA and the FDIC must consider the tenant comments in deciding whether to release the owner from the rent restrictions. In addition, the owners are required to submit to TDHCA and the FDIC an independent professional inspection of the property condition and an independent financial feasibility analysis of the costs of repairs to the property. Finally, tenants are given the right to sue to enforce these obligations under the law.

This is a significant win for tenants. Thousands of apartments nationwide were sold by the RTC or FDIC through the Affordable Housing Disposition Program in the 1980's and early 1990's as part of the savings and loan bailout by the federal government and are currently subject to such land use rent restrictions. Mr. Patterson is to be congratulated for standing up for the rights of tenants to be given notice and an opportunity for input into decisions affecting the affordability of their apartments. His efforts and those of Legal Aid of Central Texas were truly inspiring in achieving a national policy change.



## Manufactured Housing

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worked extensively with the Manufactured Housing Association and the Consumers Union is the bill's sponsor.

Though this bill does not provide as much protection as the Austin Tenants' Council and the Consumers Union would like to see, it represents a significant improvement in the rights of manufactured home owners. One of those improvements is that the bill requires landlords to offer at least an initial six-month lease and they must give at least 60 days notice to terminate the lease at the end of its term. It also requires landlords to give at least 60 days notice to terminate a month-to-month lease. Currently, a month-to-month lot lease can be terminated with 30 days notice and the landlord does not have to have any reason for doing so. ATC and Consumers Union believe a tenant should have a longer notice time and the landlord to have good cause for termination of a lease, but the Manufactured Housing Association lobbied hard against it.

Another valuable protection provided by the bill is that it allows a tenant who fails to pay the rent on time ten days to cure the default after receiving written notice from the landlord. Furthermore if the landlord wins an eviction lawsuit for any reason, the court cannot order the tenant to remove the manufactured home for 30 days if the tenant has paid the rent for that 30-day period.

Possibly the most important protection provided by HB 557 is that it prohibits landlords from retaliating against tenants for exercising their rights. This protection already exists for other residential tenants. Landlords would not be able to retaliate against a tenant for, in good faith, exercising a right guaranteed under the lease or by law, requesting repairs, or for complaining to a building inspector, a public utility or a civic or non-profit agency about a building, housing or utility problem. The landlord would not be able to terminate the lease agreement, evict the tenant or raise the rent for six months after the tenant exercises their rights. Of course the landlord would still be able to evict the tenant for failing to pay the rent or other substantial breach of the lease agreement.

The bill also requires landlords to disclose their community rules at the time the tenant applies for a lot and requires these rules to be included in the lease agreement. The bill prohibits arbitrary or capricious community rules, which is a common problem. The rules will have to be reasonable and not intended to harass certain tenants.

HB 557 is extensive and includes many other rights for tenants that will be very helpful. It provides for most of the same protections for manufactured home owners who rent a lot as are currently provided for other residential tenants under Chapter 92 of the Texas Property Code. Below is a quick list of some of HB 557's other features.

**Leases** - The bill requires a written lease that includes numerous disclosures about the community and a lot tenant's rights. It also makes any illegal or unconscionable provision in the lease void. If the landlord decides to renew a tenant's lease, the tenant must be given 60 days notice of a lease renewal and the tenant has 30 days to accept or reject the renewal. If the tenant does not respond to a renewal offer, it will be considered accepted under the terms proposed in the offer.

**Repair/Maintenance** - The bill requires landlords to maintain common areas, utility lines, roads, waste services and to remedy any materials threats to the health and safety of tenants.

**Tenant Meetings** - The bill allows residents of a manufactured housing community to have tenant meetings related to manufactured home living and prohibits a landlord from interfering in such meetings.

HB 557 does not have every protection that ATC believes manufactured housing owners should have when renting a lot, but it is much better than the current laws or more correctly, the lack thereof.

Tenants are encouraged to contact their legislator and express their opinion of this bill. We will have an update of HB 557 in a future newsletter.



# La Legislatura Está Revisando una Ley de Casas Móviles

**L**a legislatura de Texas está considerando una ley que proporcione derechos esenciales para más de 750.000 Tejanos que tienen una casa móvil sino alquilan el terreno donde su hogar está localizado. La Unión de los Consumidores (CU) recientemente hizo público un estudio que enseña que Tejanos compran más casas móviles que residentes de cualquier otro estado. Desemejante de la mayoría de los otros estados, Texas no tiene ninguna protección para los dueños de casas móviles que alquilan su terreno.

Muchos de estos consumidores tienen un préstamo de 30 años para la casa y un contrato de 30 días para el terreno. En Texas, un propietario puede terminar un contrato de mes por mes por ninguna razón simplemente dando el aviso de 30 días al inquilino. El coste de mover una casa móvil según el CU está entre \$1500 y \$3500 y tal movimiento amenaza la integridad estructural de muchos hogares, especialmente los más viejos.

El estudio de CU encontró que únicamente diez por ciento de nuevos préstamos para casas móviles incluyen ambos el terreno y la casa como colateral. ATC ha ayudado a mucha gente sobre los años con problemas serios y los inquilinos generalmente tienen poco recurso sin hacer frente a la posibilidad de perder su terreno. Esta injusticia hace a estos inquilinos especialmente vulnerables. La Oficina Regional del Sudoeste de la Unión de los Consumidores ha estado trabajando en este problema por más de cuatro años y ha buscado el apoyo para HB 557 con ATC y otros grupos. Representativa Estatal Dawna Dukes es la patrocinador de la ley y ella ha trabajado extensamente con la Asociación de Hogares Fabricadas y la Unión de los Consumidores.

Aunque esta ley no proporciona tanta protección como el Austin Tenants' Council y la Unión de los Consumidores quisieran ver, la ley representa un mejoramiento significativo en los derechos de dueños de casas móviles. Uno de esos mejoramientos es que la ley requiere a propietarios ofrecer por lo menos un contrato inicial de seis meses y deben dar por lo menos un aviso de 60 días de terminar el contrato. También requiere a propietarios dar por lo menos un aviso de 60 días de terminar un contrato de mes por mes. Actualmente, un contrato por un

mes para el terreno se puede terminar con un aviso de 30 días y el propietario no tiene que tener ninguna razón. ATC y la Unión de los Consumidores creen que un inquilino debe de recibir un rato más largo y el propietario debe tener buena causa para terminar un contrato pero la Asociación de Hogares Fabricadas cabildeó difícilmente contra ella.

Otra protección valiosa proporcionada por la ley es que permite a un inquilino diez días para pagar la renta después de recibir un aviso por escrito del propietario. Además si el propietario gana un pleito de desalojo por cualquier razón, la corte no puede ordenar al inquilino que desocupe la casa móvil por 30 días si la renta está pagada.

La protección más importante proporcionada por HB 557 es la prohibición de desquitarse a los inquilinos por hacer cumplir sus derechos. Esta protección existe ya para inquilinos residenciales. Los propietarios no podrían desquitarse a un inquilino para, en buena fe, hacer cumplir un derecho garantizada bajo el contrato o por la ley; solicitando reparaciones; o para quejarse a un inspector de edificios, a una agencia de utilidades o a una agencia cívica o no lucrativa por un problema del edificio, la vivienda o de las utilidades. El propietario no podría terminar el contrato, desalojar al inquilino o aumentar la renta por seis meses después de que el inquilino hace cumplir sus derechos. Por supuesto el propietario todavía podría desalojar al inquilino por falta de pagar la renta o por un incumplimiento substancial del contrato. La ley también requiere a propietarios divulgar las reglas de su comunidad cuando el inquilino aplica por un terreno y requiere que estas reglas sean incluido en el contrato. La ley prohíbe reglas arbitrarias o caprichosas, la cual es un problema común. Las reglas tendrán que ser razonables y no intentan acosar ciertos inquilinos.

HB 557 es extenso e incluye otros derechos para inquilinos que serán muy provechosos. Provee la mayoría de las mismas protecciones para los dueños de casas móviles que se alquilan su terreno como se proveen actualmente a inquilinos residenciales bajo Capítulo 92 del Código de la Propiedades de Texas. Una lista sencilla sigue de otras características de HB 557.

# Documentos de Braille a estar Disponibles en el ATC

**D**urante el próximo año, el Concilio para Inquilinos de Austin (ATC) se propone traducir sus folletos y otra información a Braille. La Fundación de Lola-Wright donó abundante los fondos para la compra de un programa de escritura en Braille y software para traducir.

En el pasado, el ATC tenía que pagar tal traducción para que otra agencia lo hiciera y el proceso ha sido lento. Aunque la mayoría de los folletos y formas del ATC están disponibles en audio y un formato para la computadora, muchas personas con problemas visuales prefieren Braille. Traducir los documentos así tampoco permite cartas y otros documentos más inmediatos que se traducirán con eficacia.

Tener un escritura en Braille en nuestra oficina es una ventaja importante para los programas de ATC y para las agencias a las cuales el ATC distribuye sus materiales. El ATC proporciona regularmente folletos del inquilino-propietario, materiales de vivienda justa y la Guía para Vivienda Económica.

La escritura en Braille no podría llegar a un tiempo mejor porque el ATC va a comenzar una campaña estatal para informar a personas con incapacidades sobre sus derechos bajo vivienda justa. El ATC distribuirá un CD con la información sobre sus derechos bajo vivienda justa en formato del audio y para la computadora. El CD será distribuido a individuos y las agencias que asisten a personas con incapacidades. Debido al equipo nuevo, ahora se incluirán las instrucciones de Braille.

La fundación también donó los fondos para la compra de nuevas computadoras. El ATC no tiene típicamente recursos en sus contratos con las agencias gubernamentales para la compra de computadoras. Los costos de computadoras siempre representan un problema para el ATC, pero la fundación de Lola-Wright ha dado a ATC recursos valiosos en perseguir su misión de proteger los derechos de vivienda para toda la gente.



# La Resulta de un Pleito Contra River Woods Cambia una Política Nacional

**U**n acuerdo, con ramificaciones nacionales, se ha alcanzado con el FDIC en un pleito entablado por James Patterson contra el Departamento de Asuntos de la Vivienda y la Comunidad de Texas (TDHCA) y de la Corporación Federal de Aseguranza de Depósitos (FDIC) sobre el soltar de restricciones de alquiler y la demolición de los apartamentos River Woods en South Congress Avenue. ATC trabajó con Ayuda Legal de Texas Central lo cual representó a Sr. Patterson en el pleito.

La Resolution Trust Corporation (RTC) originalmente vendió River Woods en 1991 a un dueño privado con un acuerdo de restringir la utilización del terreno que limitaba la ocupación en 40 de los 110 apartamentos a familias de bajo-recurso. El alquiler en estos apartamentos era restringido para la vida útil de la propiedad o por 40 años cualquiera sea más largo. Bajo la restricción de la utilización del terreno, las restricciones de alquiler se podrían soltar antes de 40 años sólo si TDHCA se determinó que toda o una porción de la propiedad había llegado a ser desusado, haciéndola inutilizable para vivir y que las reparaciones no son financieramente practicables.

Sr. Patterson, un inquilino de River Woods en 1999, entabló un pleito contra TDHCA, el FDIC, los dueños de River Woods y un desarrollador privado en Septiembre de 1999 después de que él aprendió de que TDHCA había aprobado el retiro de las restricciones de alquiler y en última instancia la demolición de los apartamentos River Woods. Iban a cerrar los apartamentos sin dar a los inquilinos ningún aviso u oportunidad de someter información a TDHCA diciendo si la propiedad seguía siendo habitable o capaz de la reparación. Mientras, los dueños continuaron colectar la renta de los inquilino y no dieron a los inquilinos ninguna reducción en la renta debido a la condición de los apartamentos.

Según los términos del acuerdo, el FDIC acordó enmendar su política para todas las propiedades vendidas por el RTC o el FDIC por el programa Affordable Housing Disposition. Tales propiedades existen actualmente en 30 estados. Bajo políticas enmendadas, que serán en efecto antes del 3 de mayo de 2001, requerirán a

## Bienvenidos

**C**ynthia "Cindi" Garcia empezó en marzo como Especialista de Vivienda Justa. Sus obligaciones incluyen manteniendo las quejas de vivienda justa, aconsejando grupos de inmigrantes, gente incapacitada y otras agencias de servicios sociales en Austin y en las colonias por la frontera de México. Sra. Garcia tiene experiencia en dar consejos, trabajando con inmigrantes y gente incapacitada.

Patrick L. Banis fue adelantado a la posición de Coordinador de Probadores. Patrick empezó como voluntario en 1999 y ha trabajado como escribano legal desde enero de 2000. El está en su tercer año de escuela de leyes en la Universidad de Texas en Austin.

los dueños de la propiedades tales como River Woods notificar a todos los inquilinos en el complejo si el dueño intenta soltar las restricciones de alquiler en el complejo. Los inquilinos tendrán 60 días para someter información a TDHCA, o otra agencia apropiada del estado, de la condición de la propiedad y si los dueños deben de ser soltados de las restricciones de alquiler. TDHCA y el FDIC tienen que considerar los comentarios de los inquilinos cuando deciden si van a quitar las restricciones de alquiler. Además, se requieren a los dueños someter a TDHCA y al FDIC una inspección profesional e independiente de la condición de la propiedad y un análisis financiero independiente de la viabilidad de los costos de reparaciones en la propiedad. Finalmente, los inquilinos tienen el derecho de demandar para hacer cumplir estas obligaciones bajo la ley.

Esto es un triunfo significativo para los inquilinos. Miles de apartamentos por toda la nación fueron vendidos por el RTC o FDIC en los años 80 y 90 y están actualmente conforme a tales restricciones de alquiler de la utilización del terreno. Sr. Patterson debe ser felicitado para defender los derechos de inquilinos quienes ahora tienen que recibir un aviso y una oportunidad para dar sugerencias que afectan las decisiones sobre sus apartamentos. Los esfuerzos del Sr. Patterson y Ayuda Legal de Texas Central nos inspiraban en la realización de un cambio político nacional.

## Casas Móviles

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**Contratos** - La ley requiere un contrato escrito que incluya declaraciones numerosos sobre la comunidad y los derechos del inquilino. También hace inválida cualquier término ilegal o injusto en el contrato. Si el propietario decide renovar un contrato, el inquilino debe recibir un aviso de 60 días y el inquilino tiene 30 días para aceptar o rechazar la renovación del contrato. Si el inquilino no responde a la oferta, será considerado aceptado.

**Reparaciones/Mantenimiento** - La ley requiere a propietarios mantener las áreas comunes, las utilidades, el camino y servicios de basura y remediar cualquier amenaza a la salud y seguridad de sus inquilinos.

**Reuniones del Inquilino** - La ley permite a los residentes de una comunidad de casas móviles tener reuniones acerca de la vida en una casa móvil y prohíbe al propietario que interfiere en tales reuniones.

HB 557 no tiene cada protección que ATC cree que los dueños de casas móviles deben tener cuando se alquilan el terreno, pero es mucho mejor que las leyes actuales o mejor, la falta de esas.

Se anima a los inquilinos que pongan en contacto con su legislador y expresen su opinión de esta ley. Tendremos más información acerca de HB 557 en una noticia en el futuro.

## Se Necesitan Probadores

ATC necesita voluntarios para ayudarnos colector información acerca de las prácticas de vivienda en Austin. Se necesitan personas quienes pueden colectar información objetivamente acerca de vivienda disponible mientras afectan como un inquilino o comprador. Se provee entrenamiento y se pagan los voluntarios según el trabajo pedido. Favor de hablar con Paul Leddy email: paul@housing-rights.org o teléfono: 474-7007.

**iLucha Contra la Discriminación en la Vivienda!**

# Fair Housing News

## ATC Welcomes New Staff

Cynthia "Cindi" Garcia joined ATC's staff in March as Fair Housing Specialist. Her duties will include case management of fair housing complaints, counseling immigrant rights groups, disability rights and other social service organizations in the Austin MSA, and along the Texas-Mexico border with residents of the Colonias. Ms. Garcia brings her experience in counseling, working with recent immigrants and the disabled community. Cindy replaces Enrique Serrano, who has joined the Texas Commission on Human Rights as an Investigator V.

Patrick L. Banis was recently promoted to Testing Coordinator I. Patrick began at ATC as a volunteer in 1999, and has served as Law Clerk for ATC since January 2000, where he worked with ATC's Cooperating Attorney Referral Project. He is also a third-year law student at the University of Texas School of Law at Austin. Patrick replaces Nekesha Monroe Phoenix, who has also joined TCHR as an Investigator V.

While at ATC, Enrique exhibited compassionate counseling skills when working with Spanish-speaking immigrants and the disabled. He also translated into Spanish many of our fair housing educational materials, including the ATC Reasonable Accommodation/Reasonable Modification packet. Nekesha is credited with developing the first Reasonable Accommodation/Reasonable Modification process at ATC, calling attention to the fact that housing discrimination complaints from the disabled were out-pacing all other protected class complaints. We wish Enrique and Nekesha success with their new jobs and know they will both be valuable additions to the TCHR staff.



## Fair Housing Testers Needed

Please contact Paul Leddy  
email: paul@housing-rights.org or  
telephone: 474-7007.

## Fight Housing Discrimination!

## Case Updates

ATC thanks the complainants, plaintiffs, testers, witnesses, and attorneys who have worked for fair housing by participating in litigation or pursuing administrative housing discrimination complaints with the US Dept. of HUD. In all "settled" cases reported in this newsletter the defendant, unless otherwise noted, denies the allegations of discrimination made by the plaintiff and the parties have agreed to resolve the case prior to a trial on the merits. Fair housing testing and investigations conducted by ATC's Fair Housing Program are funded by the US Department of Housing & Urban Development.

### Camp v Spicewood Springs Apartments

A lawsuit has been filed in Travis County under the Texas Fair Housing Act on behalf of Prince Camp, an African-American man married to a Hispanic woman. The Plaintiff alleges that the Defendant, Spicewood Springs Apartments, discriminated against him in providing services in connection with rental of a dwelling, or in connection with making a lease available. Mr. Camp alleges the Defendant discriminated against him in the terms, conditions, or privileges of rental of a dwelling because of his race or ethnicity. ATC assisted Mr. Camp in filing an administrative complaint with HUD and has served as his advocate. Mr. Camp is represented by ATC Cooperating Attorney Sidney Childress.

### Anniversary

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Clarence Briscoe was nationally known as an artist and led art programs with the City of Austin. He served as a mentor to troubled youth, teaching them to channel life's frustrations into art, resulting in murals in public places throughout Austin. Clarence retired in 1997, however he continued to volunteer with youth and senior programs and led the fight to develop an arts center in Round Rock, Texas, a suburb of Austin. Clarence's work in fair housing was not out front. Clarence volunteered to be trained to serve as a fair housing tester for ATC in 1999 after seeing a television news article about housing discrimination. ATC and all fair housing groups go to great lengths to protect the identity of testers. We have to honor them quietly and without fanfare. We honored Clarence with an award for Outstanding Volunteer Service in 2000.

We thank the families of Velma and Clarence, who allowed us to share in their lives. We honor the volunteer spirit of these devoted fair housing activists, who gave of themselves to ensure equal housing opportunity for others.

### Fowler v Sterling Village Apartments

ATC Cooperating Attorney Malcolm Greenstein has announced the settlement of a lawsuit for an undisclosed amount, brought by Shirlet Fowler, an African American woman against Sterling Village Apartments. In July 1998, the Plaintiff applied for and was initially approved as a tenant in Sterling Village by management staff. However, after seeing that the Plaintiff was African-American, Defendants' property manager refused to rent an apartment to the Plaintiff. The refusal was based on race.

### Stelly and Arabie v Sterling Village

A lawsuit filed under the Texas Fair Housing Act on behalf of Sharron Stelly and Melissa Arabie, Caucasian Americans, against Sterling Village is pending a trial date. The Plaintiffs allege that the Owner's Representative ordered them to deny housing to minorities, even when they met the objective criteria for renting. Plaintiffs allege they were ordered to tell Shirlet Fowler her application did not meet Sterling Village criteria and had been rejected when the Owner's Representative saw that she was African American, though she was initially approved by Plaintiffs. Plaintiffs allege that when they objected to the discriminatory actions they were retaliated against, wrongfully terminated and lost their housing at Sterling Village. Testing conducted by ATC supported the claim of discrimination based on race. ATC assisted Stelly and Arabie in filing HUD administrative complaints. Plaintiffs are represented by ATC Cooperating Attorney Jimmie L. J. Brown, Jr.



# Programs and Services/Programas y Servicios

## FAIR HOUSING VIVIENDA JUSTA

**THE FAIR HOUSING PROGRAM / EL 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 área metropolitana de Austin quien 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 víctimas de discriminación cuando sus derechos están violados bajo las leyes estatales y federales de vivienda justa. Call / llame al 474-7007.*

### Austin Tenants' Council Staff

Patrick Banis .....	Fair Housing Testing Coordinator I
Mary Daniels Dulan .....	Fair Housing Activities Coordinator
Nathan Fish .....	Program Specialist I
Cindi Garcia .....	<b>Fair Housing Specialist</b>
Cruz Garcia .....	Housing Specialist
Chris Garza .....	Program Specialist II
Paul Leddy .....	Fair Housing Testing Coordinator II
Lucia Peres-Salinas .....	Intake Specialist
Sam Persley .....	Program Specialist III
Bruce Rodenborn .....	Program Development Specialist
Jennifer Scott .....	Housing Specialist
Katherine Stark .....	Executive Director

## TENANT-LANDLORD INQUILINO-PROPIETARIO

**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 consejo legal.* Call / llame al 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 a 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 amenezca su vivienda.* Call / llame al 474-1961.

**RENTAL REPAIR ASSISTANCE / AYUDA CON REPARACIONES DE ALQUILER** - 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 474-7006.

**LEASE FORMS / CONTRATOS** - ATC provides 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 a 474-7006.



**Housing Rights Advocate**  
**Austin Tenants' Council**  
**1619 E. Cesar Chavez St.**  
**Austin, Texas 78702**

Nonprofit  
Organization  
U. S. Postage Paid  
Austin, Texas  
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