



Housing Rights ADVOCATE

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The Austin Tenants' Council

www.housing-rights.org

Housing Rights for Disabled Tenants Training

More than 50 people representing 23 agencies in Central Texas who have disabled clients attended a day-long disability rights in housing workshop in December at the George W. Carver Library in East Austin.

The workshop titled "What Do you Know About the Rights of Tenants with Disabilities?" was sponsored by ADAPT of Texas, Austin Mayor's Committee for People with Disabilities, the Austin Tenants' Council Fair Housing Program and Legal Aid of Central Texas. The workshop was held in response to needs expressed by many social service professionals for resources for their disabled clients with housing problems. They wanted



Training Panel, l to r: Interpreter Debbie Munn, Patrick Banis and Paul Leddy from ATC, Assistant City Attorney Robin Sanders, Attorney Sidney Childress, and Legal Aid Attorney Nelson Mock.

information on the rights of renters and homebuyers with disabilities, accessibility requirements for housing, and remedies for victims of disability discrimination.

Nelson Mock, an attorney at Legal Aid of Central Texas; Dolores Gonzalez, ADA Coordinator at the City of Austin; Stephanie Thomas, co-founder of ADAPT of Texas; and Mary Daniels Dulan, Project Director of the ATC Fair Housing Program organized the workshop and developed the training agenda. Panelists and trainers included fair housing and disability rights advocates; public agencies that enforce local, state and federal fair housing laws; as well as attorneys from the public and private sector who litigate on behalf of persons with disabilities.

The morning session began with Stephanie Thomas and Nelson Mock conducting training on the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and provided examples of violations. Mary Daniels Dulan and Stephanie Thomas conducted training on requesting Reasonable Accommodations and Modifications under the Fair Housing Act and Section 504 of the Rehabilitation Act. They also discussed the rights of renters

and homebuyers with disabilities, accessibility requirements for housing, and reasonable, non-structural accommodations to housing programs.

The afternoon session began with training on enforcement of violations. Patrick Banis, Testing Coordinator I and Paul Leddy, Testing Coordinator II of the ATC

Fair Housing Program discussed using fair housing testing to provide evidence to support an allegation of discrimination. Robin Sanders, Assistant City Attorney for the City of Austin, and Sidney Childress, an attorney in private practice, discussed litigating fair housing cases along with the benefits of using the HUD Administrative process to resolve housing discrimination complaints. Both Sanders and Childress have litigated fair housing cases that provided monetary damages for victims of housing discrimination in the Austin area.

Charles H. Gorham, Administrator of the City of Austin Human Rights Commission (AHRC) and John Benavides, Interim Director of Enforcement at the Texas Commission on Human Rights

Malibu Settles Lawsuit

October 17, 2001, ATC Cooperating Attorney Sidney Childress filed a class action lawsuit against the Malibu Apartments for violation of the Texas Water Code regarding improper billing of tenants for water at the complex. The plaintiff, Ernest Clark, originally contacted Mr. Childress because he alleged that Malibu, located in the 8600 block of North Lamar, had improperly locked him out of his apartment while he was fully paid on rent. Clark also alleged that Malibu billed him for water even though his lease stated that the landlord was responsible for the bill. Mr. Clark was not the only resident being improperly charged for water, ATC received numerous complaints from other Malibu residents.

These Malibu residents began receiving Non-submetered, Mastermetered Allocated Water bills. With this type of billing, the landlord receives one bill for the entire complex and splits it among the tenants based on approved formulas. The rules for billing tenants in this manner are regulated by the Texas Natural Resource Conservation Commission (TNRCC).

TNRCC rules require that the lease provide a clear written description of the method by which the bill is being divided among the units in the complex and the amount of the highest and lowest bills over the previous year. The rules also require the landlord to provide, at the time the lease is signed, a copy of the TNRCC rules or a narrative summary approved by TNRCC to inform tenants of their rights and the owner's responsibilities. A full description of the new rules was provided in Issue 17 of the Housing Rights Advocate.

TNRCC rules allow a tenant who was

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Texas Supreme Court Rules on Landlord Appeal

The Texas Supreme Court recently denied a motion for rehearing on a case that may have a substantial impact on the rights of tenants. The case, Churchill Forge, Inc. v. Joann Hamilton Brown, involved whether an insurance company could sue a tenant, or in this case a co-signer, for damages to one of the apartment complex's buildings because of a fire caused by the tenant. Thus far, litigation in the case has only involved whether the Texas Property Code allows the insurance company or the landlord to file suit against the tenant for damages that result from a casualty loss such as a fire.

The trial and appeals court both held that Subchapter B of Chapter 92 of the Texas Property Code did not grant this right. However, the Supreme Court held, in a 5 to 4 decision, that tenants can be sued for damages that result from a casualty loss.

After the Supreme Court ruling, Ms. Brown's attorney filed a motion for rehearing, and ATC, as an advocate, filed an Amicus Curiae Brief supporting that motion. An Amicus Brief is a written statement, supported by legal research, that is provided to the court by an interested person attempting to affect the Court's decision.

ATC contended in its Amicus that the Supreme Court should grant the motion for rehearing and change its previous ruling because of the impact this decision has on tenants as a matter of public policy. ATC took this stance because the section of the Property Code in question also appears as a provision in the tenant's lease contract, and because most tenants in Texas sign the same or similar form. To hold that the landlord has the right to sue a tenant for damages resulting from a casualty loss would, by implication, incorporate this right into the contract.

In order to prevent this, ATC urged the court to consider the impact its ruling would have on tenants who sign form contracts whose terms are non-negotiable. ATC argued that most tenants cannot afford the financial responsibility created by such a clause. This outcome is not only unfair to tenants but is ultimately unconscionable because prospective tenants are not able to negotiate the provision in question, and are not free to rent elsewhere because use of this lease dominates the rental market.

Unfortunately, the Supreme Court refused to grant the motion for rehearing. The case has now returned to the trial court to determine whether the tenant was negligent in causing the fire, and whether the tenant is liable for the damages that resulted from it. To review the full text of the Supreme Court's decision log onto www.supreme.courts.state.tx.us.



Malibu Apartments
Continued from Page 1

improperly billed for water to sue the landlord for three times the amount of any overcharge, a civil penalty equal to one month's rent, court costs and reasonable attorney's fees. Childress filed the lawsuit in October and in January 2002, "a mutually agreed upon settlement concluded this litigation." Malibu tenants who were improperly billed or others that have questions are encouraged to contact ATC or an attorney for further information.



United States Supreme Court Decision Toughens Standard on Proving Disability

On January 8, 2002, the U.S. Supreme Court toughened the standard for proving a person has a disability that requires a reasonable accommodation when it ruled in favor of the employer in Toyota Motor Manufacturing, Kentucky, Inc. v. Williams. In this case, Ms. Williams alleged the employer failed to comply with her request for Reasonable Accommodation under the Americans with Disabilities Act.

Even though the court decision deals specifically with employment, housing advocates should be aware that Title VIII, or the Fair Housing Act as it is also known, parallels employment and in most respects has been modeled after employment law with slightly looser standards. The case may be viewed as a major setback to the rights of persons with disabilities, but all hope is not lost. The Court did provide some guidance for determining when reasonable accommodation for a person's disability must be granted.

What the Court made clear is that simply proving a disability exists is insufficient. Paraphrasing the Supreme Court, the standard to be proven after showing a disability exists is: How does this disability "substantially limit" tasks that are of "central importance" to a person's daily life or "major life activities"?

The court views "substantial limitation" as something that to a large degree prevents or substantially restricts performance in condition, manner, or duration of activities performed by the average person. A "major life activity" is

any activity or activities that are of central importance to a person's daily life. The court lists several examples of tasks that are of central importance to our lives. These include: household chores, brushing one's teeth, bathing, walking, hearing, seeing, and so on.

Beyond a standard of proof being established not much else has been set in stone. As the Court notes from a previous case discussing the Americans with Disabilities Act, disabilities will be determined on a case-by-case basis because disability is defined in terms of the individual not the impairment. Ultimately, the Court's new standard requires specific documentation of what may have been taken for granted when making requests for reasonable accommodation in the past.

...disability is defined in terms of the individual not the impairment.

For example, a request for reasonable accommodation that includes a doctor's note that simply documents the client's medical condition is not sufficient. Ideally, the doctor's note explains how the disability affects the disabled person's ability to live in the rental housing. For example, a client who has a heart condition may need to be accommodated by moving from a third floor apartment to a ground floor unit. A specific statement from the physician that the client is unable to climb the stairs to her apartment will be essential.

As this example illustrates, if the requirements of the new standard are kept in mind when preparing the request, it will not be difficult to make a case for the client's need for reasonable accommodation.



Malibu Concluyó Pleito

El 17 de octubre de 2001, el abogado Sidney Childress entabló una demanda general contra los Apartamentos Malibu por violar el Código de Agua de Texas. Alegó que los Apartamentos facturaron incorrectamente a los inquilinos por el agua. El demandante, Ernest Clark, originalmente se puso en contacto con el Sr. Childress porque Clark alegó que Malibu, ubicado en 8600 North Lamar, lo había dejado fuera de su apartamento mientras él estaba al corriente con la renta. También, Clark alegó que Malibu le facturó por el agua aunque su contrato indicó que el propietario era responsable de la cuenta. El Sr. Clark no era el único residente que fue cobrado incorrectamente por el agua, ATC recibió numerosas quejas de otros residentes de Malibu.

Estos residentes de Malibu comenzaron a recibir Cuentas de Agua del Medidor-Central. Con este tipo de factura, el propietario recibe una cuenta para el complejo entero y la comparte entre los inquilinos basados en fórmulas aprobadas. Las reglas para facturar a los inquilinos son reguladas por la Comisión de la Conservación del Recurso Natural de Texas (TNRCC).

Las reglas de TNRCC requieren que el contrato proporciona una descripción claramente escrita del método por el cual la cuenta estará dividida entre las unidades en el complejo y la cantidad de las cuentas más altas y más bajas durante el año pasado. Las reglas también requieren al propietario proporcionar, cuando se firma el contrato, una copia de las reglas de TNRCC o un resumen narrativo aprobado por TNRCC para informar a los inquilinos de sus derechos y de las responsabilidades del propietario. Una descripción completa de las nuevas reglas fue proporcionada en la edición 17 del [Housing Rights Advocate](#).

Las reglas de TNRCC permiten a un inquilino quien fue facturado incorrectamente por el agua demandar al propietario tres veces de la cantidad de cualquier cargo excesivo, una pena civil igual a un mes de renta, costos de la corte y honorarios razonables del abogado. Childress entabló la demanda en octubre, y en enero de 2002 «la demanda concluyó con un acuerdo mutual.» Los inquilinos de Malibu que fueron facturados incorrectamente u otros que tienen

Casos Actualizados

ATC agradece a los querellantes, los demandantes, los probadores, los testigos, y los abogados que han trabajado para la vivienda justa por participar en pleitos o perseguir quejas administrativas de la discriminación en la vivienda con el Departamento de HUD. En todos los casos “decididos” en estas noticias, a menos que se indicare en forma diferente, el demandado niega las alegaciones de discriminación hechas por el demandante y los partidos pusieron de acuerdo de resolver el caso antes de ir a un juicio. Las pruebas e investigaciones de vivienda justa conducidas por el Programa de Vivienda Justa de ATC son financiadas por el Departamento de Vivienda y Desarrollo Urbano de los E.E.U.U.

ATC y ADAPT se Juntan para Archivar Quejas de Discriminación en la Vivienda

ATC y ADAPT de Texas han archivado quejas de discriminación en la vivienda contra cuatro complejos de apartamentos, sus constructores, los dueños, y los arquitectos en el área de San Marcos. Las quejas alegan violaciones de las Enmiendas de la ley de Vivienda Justa por no satisfacer las guías de ser accesible. Las quejas se han archivado con HUD en Ft. Worth, y se las van a investigar. ATC comenzó a investigar quejas en el área de San Marcos después de que fue traído a su atención de que un complejo recientemente construido no era accesible. Después de varios meses de investigación, fue encontrado que varios apartamentos recientemente construidos en el área no satisfacían las guías de ser accesible de HUD de unas o más maneras.

Se Necesitan Probadores Para el Programa de Vivienda Justa Lucha Contra la Discriminación en la Vivienda!

ATC necesita voluntarios para ayudarnos colector información acerca de las practicas de vivienda en Austin. Se necesitan personas quienes pueden colector información objetivamente acerca de vivienda disponible mientras afectan como un inquilino o comprador. Se provee entranamiento and se pagan los voluntarios según el trabajo pedido. Hable con Paul Leddy al 474-7007. (email: paul@housing-rights.org)

Avery vs. Volente Villas

El Departamento de Vivienda y Desarrollo Urbano (HUD) de los EEUU llegó a un acuerdo conciliado de una queja de discriminación en la vivienda contra Volente Villas. Esta propiedad, ubicada en Cedar Park, Texas, es para gente de bajo ingreso y recibe créditos de impuestos. Sybil Avery, una inquilina americana africana, se puso en contacto con el Programa de Vivienda Justa de ATC alegando que Volente Villas había discriminado contra ella por razón de su raza. En diciembre de 2001, la Srta. Avery solicitó un apartamento con Volente Villas bajo el programa subsidio de Sección 8 y pagó un depósito. Al principio, Volente Villas aprobó la aplicación de la Srta. Avery. Volente Villas comenzó a trabajar con el Programa de Sección 8 del Condado de Travis y ordenó una inspección del apartamento, la cual es necesario para que la Srta. Avery reciba su cupón de Sección 8 para su nuevo apartamento. Sin embargo, en febrero de 2001 Volente Villas rechazó la aplicación de la Srta. Avery y rehusó reembolsar su depósito. El Programa de Vivienda Justa de ATC asistió a la Srta. Avery en archivar una queja administrativa de discriminación en la vivienda con HUD. HUD actuaba rápidamente para llegar a un acuerdo conciliado entre la Srta. Avery y Volente Villas. En este acuerdo, Volente Villas concordó a reembolsar el depósito de \$300 a la Srta. Avery y Volente Villas recibirá entrenamiento de vivienda justa para su personal.

preguntas son animados para ponerse en contacto con ATC o un abogado para información adicional.



La Corte Suprema de Texas Hizo Decisión de una Apelación

La Corte Suprema de Texas recientemente negó una solicitud para escuchar de nuevo un caso que puede tener un impacto substancial en los derechos de inquilinos. El caso, Churchill Forge, Inc. v. Joann Hamilton Brown, envuelve si una compañía de seguros podría demandar a un inquilino, o en este caso un cosignatario, por daños causados a uno de los edificios de los apartamentos debido a un fuego causado por el inquilino. Hasta el momento, el pleito ha envuelto solamente si el Código de Propiedades de Texas permite a la compañía de seguros o al propietario entablar una demanda contra el inquilino para los daños que resultan de una pérdida casual tal como un fuego.

Las cortes de pleito y apelaciones ambos sostuvieron que el Subcapítulo B del Capítulo 92 del Código de Propiedades de Texas no concedió este derecho. Como sea, la Corte Suprema sostuvo, en una decisión de 5 a 4, que inquilinos sí se pueden ser demandados por daños que resultan de una pérdida casual.

Como resultado de la decisión de la Corte Suprema, el abogado de la Srta. Brown entabló una solicitud para otra audiencia, y ATC--como defensor--entabló un *Amicus Curiae Brief* apoyando esa solicitud. Un *Amicus Brief* es una declaración escrita, sostenida por investigación legal, la cual es proporcionada a la corte por una persona interesada y que desea afectar la decisión de la Corte.

ATC afirmó en su *Amicus* que la Corte Suprema debe conceder la solicitud para otra audiencia y cambiar su decisión anterior por el impacto que esta decisión tendría sobre inquilinos como cuestión de orden público. ATC tomó esta postura porque la sección del Código de Propiedades en cuestión también aparece como término en el contrato que firmó la inquilina, y porque la mayoría de los inquilinos en Texas firma el mismo contrato o una forma similar. Sostener que el propietario tiene el derecho de demandar a un inquilino para los daños que resultan de una pérdida casual, implícitamente, incorporaría este derecho en el contrato.

En orden de prevenir esto, ATC urgió a la corte que considere el impacto que su decisión tendría sobre los inquilinos que firman los contratos con términos no

La Decisión de la Corte Suprema de los Estados Unidos Endurece el Estándar para Probar Incapacidades

En el 8 de enero de 2002, la Corte Suprema de los EEUU endureció el estándar para probar que una persona tiene una incapacidad que requiere una acomodación razonable cuando gobernó en favor del patrón en Toyota Motor Manufacturing, Kentucky, Inc. v. Williams. En este caso, la Srta. Williams alegó que su patrón no cumplió con su solicitud para una acomodación razonable bajo la Ley de Americanos con Incapacidades.

Aunque la decisión de la corte se trata específicamente de empleo, defensores de vivienda deben estar consciente que el Título VIII, o el Acto de Vivienda Justa como también se conoce, se paralela las leyes del empleo. El caso se puede ver como un gran revés a los derechos de personas con incapacidades, pero no se pierda toda la esperanza. La corte proporcionó cierta dirección para determinar cuando se tiene que aprobar una acomodación razonable para una persona incapacitada.

Lo que la corte dijo claramente es que simplemente probando que una incapacidad existe no es suficiente. En resumen, la Corte Suprema dice que el estándar de probar después de mostrar que existe una incapacidad es: ¿Cómo la incapacidad «límite substancialmente» las tareas que son de «importancia central» a la vida diaria de una persona o a las

negociables. ATC debatió que la mayoría de los inquilinos no pueden pagar la responsabilidad financiera creada por esta cláusula. Tal resultado no es solamente injusto para los inquilinos pero últimamente es inescrupuloso porque los inquilinos no pueden negociar el término en cuestión, y no pueden rentar en cualquier lado porque el uso de este contrato domina el mercado de alquiler.

Desafortunadamente, la Corte Suprema rechazó conceder la solicitud para otra audiencia. El caso ahora ha vuelto a la corte de pleito para determinar si el inquilino era negligente en causar el fuego, y si el inquilino sea obligado para los daños que resultaron.

«actividades importantes de la vida»?

La corte considera una «limitación substancial» como algo que a un grado grande prevenga o restrinja substancialmente funcionamiento en la condición, la manera, o la duración de las actividades realizadas por una persona ordinario. Una «actividad importante de la vida» es cualquier actividad que sea de importancia central a la vida diaria de una persona. La corte enumera varios ejemplos de las tareas que son de importancia central a nuestras vidas. Estos

incluyen: tareas de casa, cepillando sus dientes, bañándose, caminando, oyendo, viendo, etcétera.

Aparte de establecer un estándar de probar, no se ha determinado mucho más. Como la corte decidió en un caso anterior que refiere a la Ley de Americanos con Incapacidades, las

incapacidades serán determinadas caso-por-caso porque la incapacidad se define en los términos del individuo no en la debilitación. Últimamente, el nuevo estándar de la Corte requiere documentación específica de lo que se puede haber dado por descontado cuando solicitando acomodaciones razonables en el pasado.

Por ejemplo, una solicitud de una acomodación razonable que incluye una carta de un doctor que simplemente documenta la condición médica del cliente no es suficiente. Idealmente, la carta del doctor explicará cómo la incapacidad afecta la habilidad de la incapacitada de vivir en la vivienda de alquiler. Por ejemplo, un cliente con una condición del corazón puede necesitar ser acomodado moviéndose desde un apartamento en el tercer piso a una unidad de la planta baja. Una declaración específica del doctor diciendo que el cliente no puede subir las escaleras hasta su apartamento será esencial.

Como ilustra este ejemplo, si los requisitos del nuevo estándar se tienen en mente al preparar la solicitud, no será difícil preparar la necesidad de una acomodación razonable.

...la incapacidad se define en los términos del individuo no en la debilitación.



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.

Avery vs. Volente Villas

The U.S. Department of Housing & Urban Development (HUD) reached a conciliated settlement of a housing discrimination complaint against Volente Villas, a Low Income Housing Tax Credit property located in Cedar Park, Texas. Sybil Avery, an African American tenant, contacted the ATC Fair Housing Program & alleged Volente Villas had discriminated against her because of her race. In December 2001, Ms. Avery applied for an apartment at Volente Villas under the Section 8 housing subsidy program and paid a security deposit. Initially, Volente Villas approved Ms. Avery's application for tenancy and began working with the Travis County Section 8 Program to schedule the apartment inspection necessary for Ms. Avery to receive the Section 8 subsidy for her new residence. However, in February 2001 Volente Villas rejected Ms. Avery's application and refused to refund her security deposit. ATC Fair Housing Program assisted Ms. Avery in filing an administrative housing discrimination complaint with HUD. HUD acted quickly to reach a conciliation agreement between Ms. Avery and Volente Villas. In this agreement, Volente Villas agreed to refund Ms. Avery her \$300 security deposit and receive fair housing training for its staff.

ATC & ADAPT Join Together to File Housing Discrimination Complaints

ATC and ADAPT of Texas have jointly filed housing discrimination complaints against four apartment complexes, their builders, owners, and architects in the San Marcos area. The complaints allege violations of the Fair Housing Act Amendments by failing

to meet accessibility guidelines. The complaints have been filed with HUD's Ft. Worth office, and are going to be investigated by that office. ATC began investigating complaints in the San Marcos area after it was brought to their attention that a recently constructed apartment complex was not accessible. After several months of investigation, it was found that several of the recently constructed apartment complexes in the area had failed to meet HUD's accessibility guidelines in one or more ways.



Training

Continued from Page 1

(TCHR) conducted a workshop on the investigative process of a housing discrimination complaint filed with HUD. Both AHRC and TCHR are empowered by HUD as substantially equivalent Fair Housing Assistance Programs to enforce the federal Fair Housing Act as well as local and state fair housing laws.

Gorham discussed the partnership between his agency and ATC, a HUD-funded Fair Housing Initiatives Program, in enforcing the rights of victims of housing discrimination. This type of partnership is unique among non-profit and governmental fair housing programs. Gorham discussed the fact that AHRC has issued eight determinations of reasonable cause during 2001, and that all eight complainants were referred to AHRC for investigation from the ATC Fair Housing Program. In each of these cases, lawsuits filed on behalf of the victims are either pending trial dates or have settled before trial with monetary relief for the victims.

Benavides discussed what investigators look for in a fair housing complaint and discussed fair housing violations by builders and architects in new construction. He also informed participants about the Texas Cooperative Fair Housing Program, which is a HUD-funded partnership between TCHR, the ATC Fair Housing Program and the San Antonio Fair Housing Program. The goals are to provide

education, outreach and enforcement to assist all protected classes under the Fair Housing Act, with special emphasis on recent immigrants along the Texas-Mexico border and statewide for persons with disabilities.

Fred Fuchs, an attorney with Legal Aid of Central Texas, presented the final session. He is also an adjunct professor at the UT School of Law where he teaches a housing law clinic and serves as General Counsel for the Austin Tenants' Council. Fuchs discussed fair housing issues and remedies for tenants with disabilities in public and subsidized housing, and in Low-Income Housing Tax Credit properties. In 1998, Fuchs filed suit against two local tax credit apartment complexes on behalf of two women who were Section 8 recipients, one of whom was disabled. These complexes had restrictive covenants placed on their deeds when they received their tax credits. These restrictive covenants prohibited them from discriminating against persons with Section 8 certificates or vouchers. Both complexes implemented policies requiring Section 8 recipients to earn at least three times the market rent as employment income in order to qualify for an apartment. The lawsuit stated that the minimum income requirement had a disparate impact on minorities and disabled applicants in violation of the Fair Housing Act. The lawsuit was successfully settled.

We would like to thank the following agencies for sending staff members for training. They are: Austin Hospice, Austin-Travis County MHMR, Texas CURE, Texas Dept. of Housing & Community Affairs, Adult Protective Services, Travis County Housing Authority, Disability Assistance of Central Texas, Texas Dept. of Protection and Regulatory Services, Rosewood-Zaragosa Neighborhood Center, Capital Metro, Texas Alliance on Human Needs, UCP Home of Your Own, Mary Lee Foundation, ADAPT, Austin Resource Center for Independent Living, Community Partnership for the Homeless, City of Austin, Legal Aid of Central Texas, Travis County Services for the Deaf, University of Texas, Texas Commission for the Blind and Texas Mental Health Consumers. A special thank you to Dolores Gonzalez, ADA Coordinator, and Toni Sfalos, Assistant ADA Coordinator, and Cindi Garcia, ATC Fair Housing Specialist, for their tireless efforts in making this training session a success.



Fair Housing Testers Needed

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

Fight Housing Discrimination!

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 area 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 victimas de discriminación cuando sus derechos están violados bajo las leyes estatales y federales de vivienda justa. Call / llame al 474-7007.*

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 amenase 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.*

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