



Housing Rights ADVOCATE

Issue 11, Summer 1999

The Austin Tenants' Council

Safe • Affordable • Fair • Housing for All

Austin Fair Housing Partners

The Austin Tenants' Council Fair Housing Initiatives Program (FHIP) and the Austin Human Rights Commission Fair Housing Assistance Program (FHAP) recently collaborated on the Third Annual ATC/AHRC Fair Housing Month Celebration.

Keynote Speaker for the event was Elizabeth K. "Betsy" Julian, Secretary Andrew Cuomo's Representative for the Southwest Region of the Department of Housing and Urban Development.

ATC has operated a Fair Housing Program since 1992 and began an enforcement initiative in 1995. Housing discrimination complaints are documented and investigated by ATC/FHIP staff. ATC then conducts mediations, testing and/or refers cases directly to attorneys for representation in fair housing act violation claims. Other complaints are referred for investigation and enforcement action to HUD and the Austin Human Rights Commission Fair Housing Assistance Program. Housing discrimination complaints outside the Austin MSA are referred to the Texas Commission on Human Rights.

ATC and AHRC have partnered during the past three years in processing housing discrimination complaints which gives Austin area residents more resources to fight housing discrimination. The AHRC/FHAP has been deemed "substantially equivalent" by HUD to investigate, conciliate and enforce violations of the federal

Fair Housing Act and the City of Austin Fair Housing Ordinance.

Work by ATC and AHRC has resulted in damage awards in housing discrimination administrative complaints before trial. Both ATC and AHRC have been jointly nominated for HUD's 1999 Best Practices Award for the Southwest Region for ATC's testing and AHRC's investigation in an administrative complaint.

A HUD Best Practice is defined as a program or project, management tool, and/or technique that fulfills at least two of the following characteristics: 1) generates a significant positive impact on those it is intended to serve or manage; 2) is replicable in

other areas of the country, region or local jurisdiction; 3) demonstrates the effective use of partnerships among government agencies, non-profit organizations, or private businesses; 4) displays creativity in addressing a problem, and demonstrates effective leveraging of resources. HUD's 1999 Best Practices award winners will be announced in an award ceremony presented by Secretary Andrew Cuomo at HUD's Best Practices and Technical Assistance Symposium (July 20-24) in Kansas City, Missouri.



ATC Staff and Betsy Julian, L to R: Nekesha Monroe, Paul Leddy, Kathy Stark, Betsy Julian, Mary Daniels Dulan, Enrique Serrano



AHRC Staff Top Row, L to R: Arthur Coy, Frank Martinez, Mary Ann Cantor, Charles Gorham, Irma Madrigal, Donato Rodriguez. Front Row, L to R: Celeste Dorsey, Ramona Broberg, Dolores González, Jeanne Jamail

Credit Reporting & You

There have been a number of changes to the "Consumer Credit Reporting Reform Act of 1996" which went into effect just over one year ago. These amendments affect, among other things, consumers' rights when disputing information on a credit record.

Historically there have been problems with the reintroduction of deleted information into an individual's credit report. Inaccurate or disputed debts were often reinserted after it had been deleted. Under the new amendments, the creditor must certify to the bureau that deleted information is complete and accurate before it can be reinserted. If the information is reinserted, the credit bureau is required to inform the consumer within five business days. In addition, the credit bureau must provide consumers with information about their right to add a statement to their report if the consumer still disputes the reinserted information, and conduct another investigation free of charge within 30 days.

The creditor is also obligated to investigate the accuracy of a debt if the consumer disputes it with the credit bureau. If the creditor fails to participate in the resolution of a disputed debt, the creditor can be held liable. These reinvestigations are the heart of the Consumer Credit Reporting Reform Act amendments.

Another aspect of the Act is the consumer's ability to obtain a copy of his/her credit record. If a consumer is denied

See Page 5

SEE INSIDE:

- Lease Obligations for Homebuyers
- Fair Housing Staff Changes
- Roommate Contracts
- Folleto en Español



Buying a Home?

Renters Be Aware!

Buying a home can be an exciting experience. Finally, a place to call your own! A place where you can decorate as you wish, you do not have to depend on a landlord to make repairs, and no more noisy upstairs neighbors to keep you awake all night.

Many potential homeowners are currently renters. The question is: How do tenants make that transition from renting to owning without spending a lot of money? (Remember, just because you've bought a house, doesn't mean you should forget about your credit record!) There is a misconception in the rental community. About once a week we receive calls from tenants who are convinced they can terminate their lease, without liability, because of a home purchase. This is not true. The lease contract, and its terms, are still in effect even if you are moving out because you are buying a home. Under most leases, this means the tenant is responsible for a reletting fee and the rent for the remainder of the lease term.

It's possible to avoid the extra fees and rent but you have to do some planning. If you happen to know that you would like to buy a house when you sign a rental agreement, why not negotiate with the landlord and add a clause to the lease? The addendum could say something like: if tenant buys a home, tenant may be released from the lease as long as tenant gives 30 days written notice. Or maybe the landlord will want some extra money to help her find a new tenant. If that's the case, the addendum could include: the tenant will also pay a reletting fee, not to exceed 85% of one month's rent.

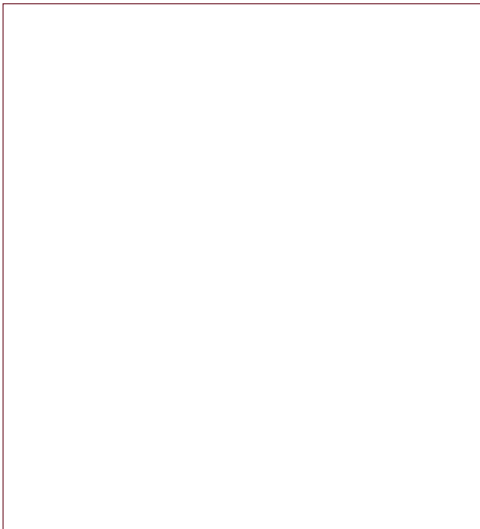
Negotiation is always worth a try, and it is imperative to get any such agreement in writing and keep copies.

Buying a Home with Renters?

So, you've found a beautiful house at a great price, only renters currently live in the home. No problem...just kick 'em out, right?! Well, actually, it isn't that simple. Depending on the type of lease that a renter has, the new homeowner buys not only the home, but also any rental contracts that are currently in effect. What does this mean for your dream home? It means that not

[See Page 5](#)

New Director at Austin Human Rights Commission



Charles H. Gorham, Director

The City of Austin Human Rights Commission announces Charles H. Gorham as the new Director. Gorham comes to Austin from the Equal Employment Opportunity Commission District Office in San Antonio, Texas. At AHRC he will direct three programs. The first is an Equal Employment Opportunity project which investigates and resolves charges of employment discrimination. The second is a Fair Housing Assistance Program which investigates, conciliates and enforces City and federal fair housing violations. AHRC also monitors the City's American with Disabilities Act compliance and investigates complaints of alleged disability rights violations. ATC is proud to welcome Mr. Gorham to Austin.



Staff Changes at ATC

The Austin Tenants' Council Fair Housing Education and Outreach Initiatives Program (ATC/EOI) announces its new Fair Housing Specialist, Enrique Serrano. Enrique comes to Austin from Eagle Pass, Texas with a strong volunteer and community service background and is bilingual in English and Spanish. He is a 1997 graduate of Sam Houston State University with a BA in Political Science.

Nekesha Monroe has been promoted to Tester Coordinator I for the ATC Fair Housing Initiatives Program. Nekesha has served as Fair Housing Specialist for the ATC/FHIP for two years, is a senior at the University of Texas majoring in Social Work and will graduate in the Fall of 1999. She was recently recognized for academic achievement by the UT School of Social Work.

Paul Leddy now has dual duties and serves as Tester Coordinator II for the ATC/FHIP and Fair Housing Specialist II for the ATC/EOI Program. He served as ATC's Fair Housing Specialist from 1994 to 1996, when he was promoted to Tester Coordinator I for the ATC/FHIP. Paul has extensive testing and investigative experience. His testing work, as well as AHRC's Donato Rodriguez's investigation, has led to ATC/FHIP and AHRC/FHAP's joint nomination for HUD's 1999 Best Practices award (FHEO) for the Southwest Region.



Get It In Writing

If you have ever had a roommate, then you know there is a potential for headaches and miscommunication. For example, deciding who is responsible for paying the utility bill and how to split it. What if your roommate's girlfriend "all of a sudden" moves in without any discussion, or one roommate does not pay part of the rent? Landlords typically will not get involved in these types of disputes. If there are unauthorized occupants or if the rent is not paid in full, the landlord can evict all of the tenants.

Why not avoid some of these problems by picking up a Renting Together Contract at the Austin Tenants' Council. The contract is only one page and has plenty of room for addenda. It addresses issues such as who pays which bills, how much deposit was paid, and what to do if one roommate decides to move out early. And the best part... it's free!

While at our office, you can meet with a counselor and discuss any questions or concerns you may have. Call 474-7006 to schedule an appointment. The hours for in-house counseling are Monday - Thursday, 1:00 - 4:00. Appointments are recommended but you can pick up a Renting Together Contract at any time.



Un Reporte de Crédito y Ud.

Ha habido varios cambios al "Acto Reformado de 1996 de Reportar el Crédito de un Consumidor" que entró en vigor apenas hace uno año. Estas enmiendas, aparte de otras cosas, afectan los derechos de consumidores cuando disputan información en su reporte.

Históricamente ha habido problemas con la reinsertación de información borrada en el crédito de un individuo. A menudo insertaron de nuevo deudas inexactas o disputadas después de que se había borrado. Bajo las nuevas enmiendas, el acreedor debe certificar con la agencia de crédito que la información borrada es completa y exacta antes de que se pueda insertar de nuevo. Si se inserta de nuevo la información, la agencia de crédito es requerido informar al consumidor dentro de cinco días del negocio.

Además, la agencia debe proporcionar consumidores con información sobre su derecho a agregar una declaración a su reporte si el consumidor todavía disputa la información insertada de nuevo, y conducir otra investigación, sin cargos, dentro de 30 días.

También se obliga el acreedor investigar la exactitud de una deuda si el consumidor lo disputa con la agencia de crédito. Si el acreedor deja de participar en la resolución de una deuda disputada, se puede sostener el acreedor responsable. Estas investigaciones son el corazón de las Enmiendas del Acto Reformado de Reportar el Crédito de un Consumidor.

Otro aspecto del Acto es la habilidad del consumidor obtener una copia de su reporte de crédito. Si se niega vivienda a un consumidor--o cualquier otra cosa--debido a un artículo en su reporte de crédito, el propietario--o acreedor--se requiere suministrar el nombre y dirección de la agencia de crédito la cual fue usado. El consumidor también obtendría una copia del reporte, sin cargos, al enviarle una demanda escrita a la agencia de crédito dentro de 60 días. De otro modo, se pueda cobrarle.

Legislación ahora previene la mayoría de deudas de ser reportadas más de siete años después de que se han determinado delincente. Ese término de siete años no comienza hasta que 180 días después de la delincuencia empieza. Unas

deudas, sin embargo, pueden quedarse 10 años o hasta indefinidamente.

Se pueden quitar deudas legítimas de un reporte en tres maneras: espere siete años hasta que se quita automáticamente; paga la deuda; o negocia una cantidad más pequeña con el acreedor. Muchas veces, un acreedor preferiría una porción de la deuda, en lugar de no recibir cualquier dinero. Si se hace un acuerdo con un acreedor, asegura hacerlo por escrito antes de hacer cualquier pago.

A menudo los acreedores emplean la ayuda de una agencia para coleccionar las deudas. La agencia de la colección es regulada por la Ley Federal de las Prácticas de Colección Justa de una Deuda, que entre otras cosas, significan que no pueden acudir amenazas, fatiga, decepción, o abuso para coleccionar una deuda. Si un consumidor no quiere ser contactado por una agencia de colección, el consumidor debe escribirle una carta al colector. Se requiere la agencia de colección cesar todo contacto. Sin embargo, éste no afecta la validez de una deuda.

Consumidores deben de saber que hay tres agencias de crédito principales: Equifax, Experian, y TransUnion. Lo que se puede encontrar en un reporte, no se encuentra necesariamente en otro. Así, cuando va a limpiar un reporte o busca deudas disputadas, es una buena idea pedir copias de cada agencia de crédito.

Para más información con respecto a derechos de consumidores o la practica de cobrar deudas, le refiere al folleto de ATC, Derechos del Crédito en Texas.



Equifax	800-685-1111
Experian	800-851-2674
TransUnion	800-392-1122

Cada Inquilino en Texas es Protejido Bajo el Código de la Propiedad de Texas Sin Importar su Nacionalidad, Raza o Estado de Inmigración.

Hágalo por Escrito ...

Si alguna vez ha tenido un compañero de cuarto, entonces sabe hay un potencial por dolor de cabeza y incomunicación. Por ejemplo, decidiendo quien está responsable por pagar la cuenta de utilidades y cómo compartirla. ¿Qué pasaría si la novia de su compañero de cuarto "de repente" entra a vivir sin cualquier discusión, o uno compañero de cuarto no paga parte de la renta? Propietarios típicamente no se pondrán envuelto en estas tipas de disputas. Si hay ocupantes no autorizados o si no se paga totalmente la renta, el propietario puede desalojar todos los inquilinos.

Por qué no evite algunos de estos problemas por recoger un contrato de Alquiler Junto en el Austin Tenants' Council. El contrato es solo una página y tiene suficiente espacio para apéndices. Cubre temas tal como quien paga cuales cuentas, cuanto se pagó del depósito, y que hace si un compañero de cuarto decide moverse temprano. ¡Y la parte mejor... está gratuita!

Y ya cuando está en nuestra oficina, puede comunicarse con un consejero y hablar de cualquier pregunta o preocupación que tenga. Llame al 474-7006 para hacer una cita. Las horas para consejos en la oficina son lunes- jueves, 1:00- 4:00. Se recomiendan citas pero puede recoger un Contrato de Alquiler Junto a cualquier tiempo.



Cambios de los Empleados a ATC

El Programa de Vivienda Justa le anuncia su nueva Especialista de Vivienda Justa, Enrique Serrano. Enrique viene a Austin de Eagle Pass con bastante experiencia de ser voluntario y trabajar en la comunidad, y es bilingüe en inglés y español. Se graduó en 1997 de Sam Houston State University.

Se ha promovido Nekesha Monroe a la Coordinadora de Pruebas. Nekesha servía como Especialista de Vivienda Justa por dos años. Está en su último año en la Universidad de Texas, concentrando en trabajo social y graduará en el otoño de 1999. Se reconoció recientemente por su realización académica por la Escuela de Trabajo Social.

Ahora, Paul Leddy sirve como el Coordinador de Pruebas y Especialista de Vivienda Justa II. Paul tiene experiencia extensiva de comprobación e investigación. Su trabajo, junto con las investigaciones de Donato Rodriguez de AHRC, nos ha ayudado ser nominado por el premio de las Prácticas Más Buenas de HUD por la Región Sudoeste.



¿Comprando una Casa? ¡Inquilinos Sean Sabedor!

Comprar una casa puede ser un excitante experiencia. Finalmente, un lugar llamar ¡su propio! Un lugar donde puede decorar como desea, no tiene que depender en un propietario hacer reparaciones, y ningunos vecinos ruidosos al piso de arriba deteniéndole despierta toda la noche.

Muchos dueños potenciales son corrientemente inquilinos. La pregunta es: ¿Cómo hacen los inquilinos esa transición de alquilar a poseer sin gasto mucho dinero? (Recuerda, sólo porque ha comprado una casa, no significa que debe olvidar su crédito!) Hay un concepto erróneo en la comunidad del arrendamiento. Casi una vez la semana recibimos llamadas de inquilinos que se los convence pueden terminar su contrato, sin obligaciones, debido a comprar casa. Este no está verdadero. El contrato, y su términos, está todavía en efecto aun cuando deja porque compró una casa. Este significa que bajo la mayoría de los contratos, el inquilino podría estar responsable por honorarios de realquilar y la renta por el resto del término del contrato.

Está posible evitar los honorarios extras y renta pero tiene que planear. Si ya sabe que le gustaría comprar una casa cuando firma un contrato de arrendamiento, ¿porqué no negocia con el propietario y agrega una cláusula al contrato? El apéndice podría decir algo como: si el inquilino compra una casa, se suelta el inquilino de las obligaciones del contrato tan largo como el inquilino da 30 días de aviso por escrito. O quizá el propietario querrá algunos dinero extra para ayudarle hallar un inquilino nuevo. Si ése es el caso, el apéndice podría incluir: el inquilino también pagará honorarios de realquilar, no exceder 85% de la renta de una mes.

Negociación siempre vale la pena, pero es imperativo hacer cualquier acuerdo adicional por escrito y guarda su propia copia.

¡Dueños Sean Sabedor!

Así, ha encontrado una casa bella a un gran precio, pero corrientemente inquilinos viven adentro. No problema...¿tirales afuera, verdad?! Pues, realmente, no es tan sencillo. Dependiendo del tipo del contrato que el inquilino tiene, al comprar la casa, el dueño también compra cualquier

contrato que esté en efecto. ¿Qué quiere decir eso acerca de su casa de sueño? Significa que usted no solo es un nuevo dueño, pero también ¡es...PROPIETARIO! Y es limitado por los términos de cualquier contrato.

Primero y delantero, cuando está buscando una casa, y está ocupada por un inquilino, el dueño perspectiva debe preguntar al dueño presente que tipo de acuerdo existe. Esta es una emisión muy importante considerar porque podría significar la diferencia entre vivir en su casa nueva en 30 días, o vivir en su casa nueva en 11 meses.

Si el inquilino presente está en un acuerdo del arrendamiento del mes-a-mes, el dueño nuevo normalmente puede darles a los inquilinos un aviso de 30 días para desocupar, y se terminará el contrato. Igual antes de la compra real de la casa, el vendedor también puede darles a los inquilinos 30 días para desocupar.

Si el inquilino tiene un acuerdo del arrendamiento presente para una cantidad de tiempo especificó, el propietario nuevo debe honrar el acuerdo del arrendamiento por su duración. No puede dar 30 días al inquilino para desocupar en el sexto mes de un contrato por un año. Sin embargo, puede negociar con el inquilino porque muchos inquilinos son más que deseosos de ser dejado de su contrato, sobre todo si el dueño pague los gastos de la mudanza. Por supuesto, permitir el inquilino saber que el reintegro del depósito se manejará justamente solamente puede ayudar en las negociaciones.

Si los inquilinos se quedan en la casa, deben empezar a pagarle la renta al nuevo propietario. El debe de responder a pedidos para reparaciones y asume todas las otras responsabilidades de un propietario, incluso el retorno del depósito. Si usted es un dueño perspectiva de una casa ocupada con inquilinos, querría consultar nuestro paquete de información sobre inquilinos/propietarios por una explicación más detallada de las responsabilidades y derechos de ambos partidos.

Sin importar el tipo de contrato tengan los inquilinos, es una idea buena enviarles una carta con el nombre, dirección, y número del teléfono del propietario nuevo. Esa manera, el propietario recibirá la renta y se puede notificar de cualquier problemas con la casa.

Una Sociedad de Programas de Vivienda Justa en Austin

El Programa de Fair Housing Initiatives (FHIP) del Austin Tenants' Council y el Programa de Fair Housing Assistance (FHAP) de la Comisión de Derechos Humanos de Austin recientemente colaboraron en su Tercera Celebración en el Mes de Vivienda Justa.

La oradora principal por el evento era Betsy Julian, la representante para Andrew Cuomo, el secretario por la Región Sudoeste del Departamento de Vivienda y Desarrollo Urbano (HUD).

ATC ha operado un Programa de Vivienda Justa desde 1992 y empezó iniciativas de entrar en vigor en 1995. Se documentan e investigan quejas de la discriminación en la vivienda por ATC/ FHIP. Luego, ATC conducta mediaciones, comprobaciones y/o refiere casos directamente a abogados en casos de vivienda justa donde hay violaciones. Se refieren otras quejas para investigación e entrar en vigor a HUD y la Comisión de Derechos Humanos de Austin. Se le refieren quejas de la discriminación en la vivienda fuera de Austin a la Comisión de Derechos del Humano en Texas.

ATC y AHRC han trabajado juntos durante el pasado tres años en procesando quejas de la discriminación en la vivienda. Así dan residentes de Austin más recursos para luchar discriminación en la vivienda. El AHRC/FHAP se ha juzgado "substancialmente equivalente" por HUD para investigar, conciliar y entrar en vigor violaciones del Acto Federal de Vivienda Justa y la Ordenanza de Austin de Vivienda Justa.

Trabajo por ATC y AHRC ha resultado en premios del daño antes de ir a la corte. Se han nombrado ambos ATC y AHRC juntamente por el Premio de las Prácticas Más Buenas de 1999 de HUD en la Región Sudoeste por la comprobación de ATC y la investigación de AHRC en una queja administrativa.

Una Practica Más Buena se define como un programa que: genera un impacto significativamente positivo; es reproducido en otro áreas del país, región o jurisdicción local; demuestra el uso eficaz de sociedades; muestra creatividad en dirigir un problema, y demuestra uso efectivo de recursos. Se anunciarán los ganadores en una ceremonia en julio.

Fair Housing Case Updates

The Austin Tenants' Council (ATC) thanks the plaintiffs, testers, witnesses and attorneys who have furthered the cause of fair housing by participating in litigation or pursuing administrative housing discrimination complaints with the U.S. Department of Housing and Urban Development (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. Fair housing testing and investigations conducted by the ATC Fair Housing Initiatives are funded by a HUD fair housing enforcement grant.

Smith v. Windcrest@Yager Lane

A tenant contacted ATC with a complaint that a local tax credit apartment complex did not approve her because her disability income did not meet its minimum income standard required for all tenants.

With ATC's help, the client asked the landlord to grant a reasonable accommodation under the Fair Housing Act and waive the minimum income limit for her, since she is disabled and would be able to afford the rent with her Section 8 certificate. When the landlord refused her request, the client filed suit, which is currently pending.

Recently, the apartment complex filed a motion for summary judgment, asking the court to rule in its favor without a trial. The landlord asserted in its motion for summary judgment that it should prevail because the ATC client had never filled out an application and the requested accommodation did not address her disability but rather her economic status. The client responded that the Fair Housing Act does not require an applicant to complete an application for an apartment in order to maintain a lawsuit if it is clear that it would have been a futile gesture. She continued that it would have been futile with this particular apartment complex since the applicant could not meet the minimum income standard. She also argued that the requested reasonable accommodation of a waiver of the minimum income policy is exactly the type of accommodation for a disability envisioned under the Fair Housing Act. The judge has taken the case under advisement.



Buying a Home Continued from Page 2

only are you a new homeowner, but you are also a...LANDLORD! And you are bound by the terms of any contractual rental agreement.

First and foremost, when looking at a home that is occupied by renters, the prospective owner should ask the current owner what kind of a lease agreement exists. This is a very important issue to consider because it could mean the difference between living in your new home in 30 days, or having to wait for 11 months.

If the current tenant is in a month-to-month rental agreement, the new owner can usually give the tenants a 30-day termination notice, and the month-to-month contract will be terminated. Even before the actual purchase of the home, the seller may also give the tenants a 30 day termination notice.

If the tenant has a current lease agreement for a specified amount of time, the new landlord must honor the lease agreement for its duration. You may not give a 30 day termination notice to a tenant in the sixth month of a year long lease. You may, however, negotiate with the tenant, as many renters are more than willing to be released from their lease agreement, especially if you are willing to pay for moving expenses. Of course, letting the tenant know that the refund of the security deposit will be handled fairly can only help in the negotiations.

If the tenants remain in the home, they must begin paying rent to the new homeowner. The new homeowner (landlord) must respond to repair requests and assume all of the other responsibilities of a landlord, including return of the security deposit. If you are a prospective buyer of a home occupied with a tenant, you may want to consult ATC's Tenant/Landlord Information packet for a more detailed explanation of both party's responsibilities and rights.

No matter what kind of lease the current tenants have, it's a good idea to send them a letter with the name, address, and phone number of the new landlord. That way, the landlord will receive the rent and can be notified of any problems with the house.



Credit Reporting Continued from Page 1

housing--or anything else, for that matter--because of an item on his/her credit record, the landlord--or creditor--is required to supply the name and address of the credit bureau used. The consumer may also obtain a copy of the credit record free of charge by sending a written request to the credit bureau within 60 days. Otherwise, there may be a fee.

Legislation now prevents most debts from being reported more than seven years after the account has been determined delinquent. That seven year period does not start until 180 days after the actual delinquency. Some debts, however, can remain 10 years or even indefinitely.

Legitimate debts can be removed from a credit record in three ways: wait seven years until it is removed automatically; pay the debt; or negotiate a smaller amount with the creditor. Many times, a creditor would prefer a portion of the debt, rather than not receiving any money at all. If an agreement is made with a creditor, make sure to get it in writing before making any payments.

Creditors often employ the assistance of a collection agency in collecting debts. The collection agency is regulated by the Federal Fair Debt Collection Practices Act, which means they cannot resort to threats, harassment, deception, or abuse in order to collect a debt. If a consumer does not wish to be contacted by a collection agency, the consumer should write a letter to the collector. The collection agency is then required to cease all contact. However, this does not affect the validity of a debt.

Consumers should be aware that there are three main credit reporting agencies: Equifax, Experian, and TransUnion. What can be found on one credit record, may not be found on another. So, when cleaning up a credit record or looking for disputed debts, it is a good idea to request copies from each credit bureau.

Equifax	800-685-1111
Experian	800-851-2674
TransUnion	800-392-1122

For more information regarding consumers' rights or debt collection practices, refer to ATC's brochure, [Credit Rights in Texas](#).



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 victimias de discriminación cuando sus derechos estan violados bajo las leyes del estado y federal de vivienda justa. Call/llame al 474-7007.*

Austin Tenants Council Staff:

Mary Daniels Dulan Fair Housing Activities Coordinator
Nathan Fish Program Specialist I
Cruz Garcia Housing Specialist
Chris Garza Program Specialist II
Paul Leddy Fair Housing Testing Coordinator II
Nekesha Monroe Fair Housing Testing Coordinator I
Sam Persley Program Specialist III
Bruce Rodenborn Program Development Specialist
Lucy Salinas Intake Specialist
Jennifer Scott Housing Specialist
Enrique Serrano Fair 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/llame al 474-7006 for an appointment/para una cita.*

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 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/llame al 474-7006 for more information/para mayor información.*



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

**Nonprofit
Organization
U. S. Postage Paid
Austin, Texas
Permit No. 1138**

If your agency would like to receive additional copies of this newsletter or if you have any changes to the mailing list, contact Jennifer at 474-7006.

Housing Rights Advocate is published quarterly by the Austin Tenants' Council, 1619 E. Cesar Chavez, Austin, TX 78702. The publication is supported by grants from the City of Austin (CDBG) and the U.S. Department of Housing and Urban Development. The substance and findings of the work are dedicated to the public. The publisher is solely responsible for the accuracy of the statements and interpretations contained herein. Such interpretations do not necessarily reflect the views of the Government.

The Austin Tenants' Council, as a sub-recipient 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 modification and equal access to communications will be provided upon request. Please call 474-1961 (voice) or Relay Texas at 1-800-735-2989 (TDD) for assistance.