



# Housing Rights ADVOCATE

Issue 24, Fall 2002

The Austin Tenants' Council

www.housing-rights.org

## Icenogle Annuity to Help Create Legal Fund

The Austin Tenants' Council wants to express its deep appreciation to Jerry Icenogle for his generous contribution to our agency. Mr. Icenogle, the father of a past employee, established a 20-year annuity on behalf of the Austin Tenants' Council to assist the agency in pursuing its mission. This is, by far, the largest donation by an individual to ATC in its 30-year history.

The annuity totals about \$6000 per year and will be used for a variety of purposes over its life. ATC intends to use the first installment, due at the end of 2002, to create a Revolving Litigation Expense Fund (RLEF) for tenant-landlord cases.

Attorneys that accept referrals from ATC do so on a contingency basis, meaning that the client is not charged attorneys fees up front. However, the client is required to pay for any actual expenses such as filing fees and depositions, which can be problematic because most of our clients do not have the financial resources to pay for them. The RLEF ensures that our clients will still have access to the legal system by paying these actual costs. The fund is "revolving" because the money is reimbursed to the fund upon successful litigation of the case.

ATC's federally funded Fair Housing Program has a similar fund, but it is restricted to assisting clients in litigation resulting from a housing discrimination complaint. ATC has been trying to fund a tenant-landlord RLEF and this new annuity has provided the perfect resource. ATC is confident that the addition of the RLEF will help protect the rights of tenants in Austin for many years to come, and hopes that Mr. Icenogle finds ATC's use of these funds a fitting tribute to his charitable contribution.



## Fighting Housing Discrimination in the Rio Grande Valley

A Fair Housing Seminar "Fighting Housing Discrimination in the Rio Grande Valley" was presented to social service providers on October 18, 2002 at the Renaissance Casa De Palmas Hotel in McAllen, Texas. Sponsoring organizations were the Fair Housing Council of Greater San Antonio (FHCOGSA), The Texas Commission on Human Rights (TCHR) and The Austin Tenants' Council Fair Housing Program (ATCFHP). These three organizations form The Texas Cooperative Fair Housing Program, which is a partnership that is funded by the Department of Housing and Urban Development to remedy the effects of housing discrimination statewide, with a special focus on persons with disabilities and residents along the Texas-Mexico border. The goal of the seminar was to educate social service providers on the methodology of the HUD housing discrimination complaint process and fair housing advocacy to facilitate the filing of complaints with TCHR and/or HUD.

Sandra Tamez, Executive Director of the FHCOGSA, Mary Daniels Dulan, Director of the ATCFHP and J.D. Powell, Executive Director of TCHR, co-chaired the opening session. Nila Wipf, Harlingen resident and Commissioner with TCHR, gave the welcoming address. Commissioner Wipf is the first person from the Rio Grande Valley to be appointed to serve on the Commission.

The morning session included an update on current and planned housing initiatives in the Rio Grande Valley. Presenters included Yvette Balderas, Assistant Community Development Director for the City of McAllen; Robert Calvillo, Executive Director of McAllen

Affordable Homes; Jamie Ortiz, Director of the Hidalgo County Colonia Access Program; Susana Garza of the Texas Department of Housing and Community Affairs Colonias Initiatives Program; and Susana Huerta Ramos, Assistant Director of Proyecto Azteca. Moderator for the morning session was Shawn Ortiz of FHCOGSA.

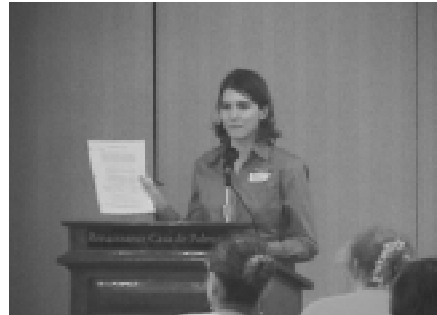
Kathy Mitchell, Research Director of the Consumers Union Southwest Regional Office unveiled a study titled "Prime and Subprime Lending Patterns in the Rio Grande Valley", which included Willacy, Starr, Hidalgo and Cameron counties. The study, produced in partnership by

Consumers Union and ATC FHP, found that although there are hispanics throughout the region, subprime lenders have their highest share of the loan market in neighborhoods that are almost exclusively Hispanic. The study also revealed that women take proportionately more loans from subprime lenders than men and

that the highest subprime market in the Valley is among Hispanic women.

The afternoon session included a presentation on "What is Housing Discrimination?" by Sandra Tamez, who gave examples of many forms of housing discrimination. Alice MacKenna, TCHR Housing Program Supervisor presented on the HUD/TCHR Housing Discrimination Complaint Process. Mary Daniels Dulan presented on housing rights enforcement and advocacy by non-profit fair housing organizations. ATC Testing Coordinator II,

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TRLA Attorney Kelli Dunn discussing Housing Rights for Persons with Disabilities

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# Landlord–Tenant News

## Some Common Landlord Practices May Be Illegal

### Collection Fees

In recent months, the Austin Tenants' Council has seen a rise in the number of tenants that are being illegally charged collection fees by their landlords. These fees are often 20% or more of the debt the landlord claims the tenant owes. Typically, tenants are notified of these debts as part of their security deposit refund.

For those that do not know, a landlord must provide an itemized list of deductions from a security deposit within 30 days after a tenant moves out of a rental property providing the tenant has given written notice of forwarding address. These deductions sometimes exceed the amount of the deposit and the tenant is billed for the difference.

In one extreme case, a tenant contacted our office who had received a bill for \$3200 for breaking a contract plus \$2800 in collection fees. This tenant had signed a TAA lease contract which did not provide for collection fees. In fact, none of

the tenants ATC has spoken to regarding this problem have signed an agreement allowing the landlord to assess such a fee. Therefore, according to ATC's legal counsel, the landlord does not have the right to charge the tenant a fee to collect the debt, and claiming the right to charge these fees is illegal and violates the Texas Deceptive Trade Practice Act. This also applies to a collection agency hired by a landlord. The problem for a tenant, though, is that a landlord can put these charges on the tenant's credit record, at which point it is very difficult to have them removed without filing a lawsuit.

A tenant who receives an itemized list of deductions from their deposit in which the landlord assesses such a fee should respond in writing immediately. The response should state that the tenant disputes the collection fee and any other charges that are incorrect. The letter should also demand that these charges be

rescinded and demand the refund of any part of the deposit that is then owed. ATC recommends that the tenant send the letter to the landlord by certified mail, return receipt requested. If the debt is placed on the tenant's credit record, the tenant can send a letter of dispute to the credit bureau, but it will probably remain on the tenant's credit record as a "disputed debt." At least then, any prospective landlord or other creditor will see that the debt is not simply unpaid, but that the person does not believe it is owed.

ATC is gathering information regarding excessive and/or unauthorized collection fees for possible referral to an attorney. Interested tenants should send copies of all relevant information to: Collection Fees, c/o Austin Tenants' Council, 1619 E. Cesar Chavez St, Austin, TX 78702.

For further information see ATC's brochures [The Security Deposit Law](#) and [Credit Rights in Texas](#).



### Rent Concessions

It's hard to rent an apartment in Austin these days without hearing the words "move-in special". One such special is a rent concession which is a purported discount on the monthly rent. The terms of the rent concession are usually described in the special provisions section of the lease or in an addendum. Landlords want tenants to believe they are getting a good deal so they claim the tenant is receiving a discount of the difference between the "market rent" and the concession rent. But market rents in Austin have dropped over the past 12-18 months and the tenant is usually not getting a discount in these agreements.

These semantics do not matter to a tenant who fulfills the lease. However, they become extremely important if the tenant defaults on the contract. Many of these concession agreements state that if the rent is not paid ontime and in full every month, the tenant forfeits the concession rent and must not only begin paying the higher market rent, but also must pay back all of the discount they have supposedly gotten since the lease started. The same is true

if the tenant moves early and breaks the lease. For example, ATC has seen concession agreements that state if the rent is paid late, the tenant must pay an additional \$400 in rent, effectively charging an exorbitant late fee.

The Austin Tenants' Council's legal counsel believes that such an agreement is not enforceable because it is a penalty clause, and penalty clauses are not allowed in leases under Texas common law (*Stuart v. Basey*, 245 S.W.2d 484 (Tex. 1952)). They may also violate the Texas Deceptive Trade Practices Act. This is especially true if the agreement does not specifically state that the tenant will be back-billed for market rent if the lease is broken and the landlord charges the tenant anyway.

Unfortunately for tenants that have signed such agreements, if the lease is violated, they will probably be billed for the concession rent whether it is legal or not. If the money is not paid, it will end up on their credit record. As mentioned in the previous article, lawsuits are sometimes the only way to remove disputed debts from credit records.

The best solution to this problem is to avoid it in the first place. When applying for a rental unit and prior to giving any money, tenants should ask to see all lease addenda and other agreements that the landlord will expect them to sign. The tenant should then negotiate these terms and refuse to sign any agreement that requires the tenant to pay back any concessions or discounts.

If the manager won't negotiate the terms of the lease, the tenant should move on to the next apartment complex or house. For the first time in years, Austin is a renters' market, and tenants can afford to shop around for the best deal.

ATC is also gathering information about rent concession agreements for possible referral to an attorney. Interested tenants who have been charged excessive amounts for breaking the lease, paying the rent late, etc. should send copies of all relevant documentation to: Rent Concessions, c/o Austin Tenants' Council, 1619 E. Cesar Chavez St., Austin TX 78702.



# Algunas Prácticas Comunes del Propietario Pueden Ser Ilegales

## Honorarios de Colección

En meses recientes, el Austin Tenants' Council ha visto un aumento del número de inquilinos que son cobrados ilegalmente los honorarios de colección por sus propietarios. Estos honorarios son a menudo el 20% o más de la deuda que el propietario demanda que el inquilino debe. Típicamente los inquilinos son notificados de estas deudas como parte del reembolso de su depósito.

Para los que no saben, un propietario debe proporcionar una lista detallada de deducciones de un depósito dentro de 30 días después de que un inquilino se cambia de una propiedad, asumiendo que el inquilino ha dado por escrito su nueva dirección. Estas deducciones a veces excede la cantidad del depósito y el inquilino es cobrado por la diferencia.

En un caso extremo, un inquilino se puso en contacto con nuestra oficina quien había recibido una cuenta por \$3200 por romper un contrato más \$2800 en honorarios de colección. Este inquilino había firmado un contrato de TAA que no permitió honorarios de colección. De

hecho, ninguno de los inquilinos con quien ha hablado ATC sobre este problema han firmado un acuerdo que permite al propietario para asignar tales honorarios. Por lo tanto, según el consejo legal del ATC, el propietario no tiene el derecho de cobrar al inquilino los honorarios para recoger la deuda, y la reclamación del derecho de cobrar estos honorarios es ilegal y viola el Acto de Práctica Engañoso Comercial de Texas. Esto también se aplica a una agencia de colección contratada por un propietario. El problema para un inquilino, aunque un propietario puede poner tales gastos sobre el registro del crédito del inquilino, el punto es muy difícil para poder quitarlos sin presentar una demanda.

Un inquilino quien recibe una lista detallada de deducciones de su depósito en el que el propietario asigna tales honorarios debería responder por escrito inmediatamente. La respuesta debería declarar que el inquilino disputa los honorarios de colección y cualquier otros cargos que son incorrectos. La carta también debería exigir que estos cargos

sean rescindidos y exija el reembolso de cualquier parte del depósito al que entonces deben. ATC recomienda al inquilino que envía la carta al propietario por correo certificado, recibo de entrega. Si la deuda es colocada sobre el registro del crédito del inquilino, el inquilino puede enviar una carta de disputa a la agencia de crédito, pero probablemente permanecerá sobre el registro de crédito del inquilino como "una deuda disputada". Al menos entonces, cualquier propietario u otro acreedor verán que la deuda no es simplemente no pagada, pero que la persona no cree que lo debe.

ATC está juntando documentación referente a honorarios de colección excesivos y/o no autorizados para la remisión posible a un abogado. Cualquier inquilino interesado debería mandar al Austin Tenants' Council una copia de toda la información relevante a: Collection Fees, c/o Austin Tenants' Council, 1619 E. Cesar Chavez St., Austin, TX 78702.

Para mas información vea los folletos de ATC [La Ley del Depósito y Derechos de Crédito en Texas.](#)



## Concesiones de Renta

Es difícil alquilar un apartamento en Austin estos días sin escuchar las palabras «especiales de mudanza». Uno de los especiales es una concesión de renta que es supuestamente un descuento de la renta mensual. Las condiciones de la concesión por lo general son descritos en la parte del contrato de provisiones especiales o en un apéndice. Los propietarios quieren que los inquilinos crean que están recibiendo una oferta muy especial así que sostiene que el inquilino está recibiendo un descuento de la diferencia entre la «renta del mercado» y la concesión de renta. Pero rentas del mercado en Austin se han caído durante los últimos 12-18 meses y el inquilino por lo general no recibe un descuento en estos acuerdos.

Esta semántica no importan a un inquilino quien cumple el contrato. Sin embargo, se vuelve extremadamente importante si el inquilino no cumple con el contrato. Mucho de los acuerdos de concesión declaran que si la renta no está pagada a tiempo y completo cada mes, el inquilino pierde la concesión y no sólo debe

comenzar a pagar la renta más alta del mercado, pero también debe devolver todo el «descuento» que recibió desde que el contrato comenzó. Lo mismo es verdadero si el inquilino se mueve temprano y rompe el contrato. Por ejemplo, ATC ha visto acuerdos de concesión donde declara si la renta está pagada atrasada, el inquilino debe pagar \$400 adicionales en renta, que es, en efecto, un cargo exorbitante.

El consejo legal del ATC cree que tal acuerdo no es ejecutorio porque esto es una cláusula de pena, y no permiten cláusulas de pena en contratos conforme a la ley común de Texas (Stuart v. Basey, 245 S.W.2d 484 (Tex. 1952)). También puede violar el Acto de Práctica Engañoso Comercial de Texas. Esto es sobre todo verdadero si el acuerdo expresamente no declara que el inquilino será facturado la renta de mercado por los meses anteriores si rompe el contrato y el propietario cobra al inquilino de todos modos.

Lamentablemente para los inquilinos que han firmado tales acuerdos, si el contrato es violado, probablemente serán facturados por la concesión de renta si esto

es legal o no. Si la concesión de renta no está pagada, esto terminará sobre su registro de crédito. Como mencionado en el artículo anterior, los pleitos son a veces la única manera de quitar deudas disputadas de registros de crédito.

La mejor solución de este problema es evitarlo. Solicitando una unidad de alquiler y antes de dar cualquier dinero, los inquilinos deberían pedir ver todos los apéndices del contrato y otros acuerdos los que el propietario esperará que ellos firmen. El inquilino entonces debería negociar estos términos y rehusar de firmar cualquier acuerdo que requiera que el inquilino devuelva cualquier concesiones o descuentos.

Si el gerente no negociará los términos del contrato, el inquilino debería seguir adelante al próximo apartamento o casa. Por primera vez en años, Austin es un mercado para rentar, y los inquilinos tienen más opciones que antes.

ATC también está juntando la información sobre acuerdos de concesión de renta para la remisión posible a un

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# Luchando Contra la Discriminación en la Vivienda en el Valle del Río Grande

Una Convención de Vivienda Justa «Luchando Contra la Discriminación en la Vivienda en el Valle del Río Grande» fue presentada a proveedores de servicios sociales el 18 de octubre de 2002 en el Hotel Renaissance Casa de Palmas en McAllen, Texas. Los patrocinadores eran el Concilio de Vivienda Justa de San Antonio (FHCOGSA), la Comisión de Derechos Humanos en Texas (TCHR) y el Programa de Vivienda Justa del Concilio para Inquilinos de Austin (ATCFHP). Estas tres organizaciones forman el Programa Cooperativa de Vivienda Justa en Texas, una sociedad financiada por el Departamento de Vivienda y Desarrollo Urbano para remediar los efectos de discriminación en la vivienda por todo el estado, enfocándose en personas incapacitadas y residentes por la frontera de Texas-México. El objetivo del seminario era educar a proveedores de servicios sociales sobre la metodología del proceso de hacer quejas de discriminación en la vivienda según HUD y dar asistencia que facilita la clasificación de quejas con TCHR y/o HUD.

Sandra Tamez, Directora Ejecutiva del FHCOGSA; Mary Daniels Dulan, Directora del ATCFHP; y J.D. Powell, Director Ejecutivo de TCHR, co-presidieron la sesión de apertura. Nila Wipf, residente de Harlingen y una Comisionada con TCHR, dio al discurso la bienvenida. La Comisionada Wipf es la primera persona del Valle para ser designada para servir sobre la Comisión.

El discurso de la mañana incluyó una actualización sobre las iniciativas de vivienda corrientes y planificadas en el Valle. Los presentadores incluyeron a Yvette Balderas, la Asistente del Director de Desarrollo de la Comunidad para la Ciudad de McAllen; Robert Calvillo, Director Ejecutivo de Casas Económicas de McAllen; Jamie Ortiz, Director del Programa de Acceso de Colonia del Condado de Hidalgo; Susana Garza, del Departamento de Vivienda y Asuntos de la Comunidad y el Programa de Iniciativas de Colonias; y Susana Huerta Ramos, la Asistente del Director del Proyecto Azteca. El asesor para el discurso de la mañana era Shawn Ortiz de FHCOGSA.

Kathy Mitchell, la Directora de Investigación de la Unión de Consumidores de la Oficina del suroeste Regional reveló un estudio titulado «Las Normas del Préstamo Principal y Subprincipal en el Valle de Río Grande», que incluyó los condados Willacy, Starr, Hidalgo y Cameron. El estudio - producido en sociedad por la Unión de Consumidores y el Programa de Vivienda Justa de ATC - encontró que aunque la región entera es principalmente hispana, los prestamistas subprincipales tienen el mercado de préstamos más alto en las vecindades que son casi exclusivamente hispanas. El estudio también reveló que las mujeres toman proporcionalmente más préstamos de prestamistas subprincipales que hombres y que el mercado subprincipal más alto en el Valle está entre mujeres hispanas.

La sesión final del seminario incluyó una presentación en la Publicidad y el Acto de Vivienda Justa, y la Discriminación de Estado Familiar por Sandra Tamez. Ella dió ejemplos de prácticas publicitarias discriminatorias con las preferencias que mostraron

la discriminación ostensible contra familias con niños. Carlos Bonney, el Director de Ejecución para TCHR discutió la Declaración de Normas de Ocupación de HUD publicada el 18 de diciembre de 1998. También discutido era «la Póliza de Ocupación para Familias Bajo las Leyes en Texas» del TCHR promulgado el 1 de mayo de 1995, cual fue originalmente rescindido por TCHR el 23 de mayo de 2001.

En una reunión pública el 12 de abril de 2002, la Comisión dirigió al personal de la Comisión de Derechos Humanos en Texas para proporcionar el aviso adicional a proveedores de alojamiento, residentes y defensores de vivienda justa referente a la póliza de ocupación rescindida. El 16 de mayo de 2002, J.D. Powell, el Director Ejecutivo de TCHR, publicó un aviso de la Póliza de Ocupación rescindida que fue distribuida a proveedores de alojamiento que incluyen las Asociaciones estatal y local de apartamentos y la Junta de Vendedores de Casas. Programas de Asistencia de Vivienda Justa (FHAP) como las ciudades de Garland, Corpus Christi, la Comisión de Relaciones Humanas de Dallas y Ft. Worth, y la Comisión de Derechos Humanos de Austin también fueron notificados de la póliza rescindida. Sin embargo, los Programas Iniciativas de Vivienda Justa en Texas (FHIP), como el Concilio de Vivienda Justa de Houston, el Concilio de Vivienda Justa de San Antonio y el Programa de Vivienda Justa de ATC relatan que los proveedores de alojamiento quienes alquilan viviendas todavía usan la Póliza de Ocupación rescindida por TCHR en 1995

como una guía. Estas organizaciones reportan quejas de discriminación en la vivienda a razón de estado familiar donde el proveedor de alojamiento utiliza una póliza de ocupación demasiado restrictiva para negar vivienda a familias con niños.

Investigadores de TCHR Robert Hood, Nekesha Phoenix y Enrique Serrano estaban disponibles para conocer a los participantes. Los participantes de la conferencia incluyeron la Autoridad de Vivienda de Mercedes, la Autoridad de Vivienda de La Joya, la Autoridad de Vivienda de Misión, el Condado de Hidalgo, Casas Económicas de McAllen, el Programa de Even Start y el Departamento Migratorio de McAllen ISD. También asistían el Departamento de Vivienda y Asuntos de Comunidad de Texas, la Autoridad de Donna, el Programa Urbano del Condado de Hidalgo, el Proyecto de Esperanza de la Comunidad, la Asociación del Valle para la Vida Independiente, Mujeres Unidos-Mujeres Juntos y el Departamento de Relaciones Humanas de la Ciudad de Corpus Christi. Un especial agradecimiento a Liz Gómez del Programa Urbano del Condado de Hidalgo y a Cindi Garcia de ATCFHP por su ayuda valiosa en la producción de este exitoso seminario.



Abogada Kelli Dunn discutiendo Derechos para Personas Incapacitadas en la Vivienda

## Concesiones

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abogado. Cualquier inquilino interesado que han sido cobrado en exceso para romper el contrato, pagando la renta atrasada, etc. debería enviar las copias de toda la documentación relevante a: Rent Concessions, c/o Austin Tenants' Council, 1619 E. Cesar Chavez St., Austin TX 78702.



# Fair Housing News

## Case Updates

**A**TC 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.

### **Palacios vs. Lindy's at Town Lake, et al.**

Paula Palacios contacted the ATC Fair Housing Program in May 2002 and alleged that she had been discriminated against because of her race by Lindy's at Town Lake manager Lena Solis. Palacios, an African-American woman with a Section 8 voucher, visited Lindy's at Town Lake apartments in Austin numerous times between May 1999 and May 2002 to inquire about the availability of three-bedroom apartments. On each occasion, Lindy's at Town Lake manager Lena Solis told Palacios there were no three-bedroom apartments available. When Palacios finally insisted on submitting a rental application to Lindy's at Town Lake in May 2002, Solis returned the application to Palacios without processing it. Solis rejected Palacios' rental application, citing hearsay information that Palacios' son had damaged Lindy's at Town Lake property as the reason for rejection. In June 2002, ATC Fair Housing Program assisted Palacios in filing an administrative housing discrimination complaint with the U.S. Department of Housing and Urban Development (HUD) against manager Solis and the owners of Lindy's at Town Lake apartments. HUD referred Palacios' complaint to the City of Austin Human Rights Commission for investigation, and ATC Fair Housing Program served as Palacios' advocate during the investigation of her complaint. The Austin Human Rights Commission reached a conciliation (settlement) agreement to resolve the complaint wherein Lindy's at Town Lake paid Palacios \$1,200 in compensatory

damages for the alleged discriminatory acts of their employee Lena Solis.



### **Valley Conference**

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Paul Leddy, presented on fair housing testing as an evidence-gathering and enforcement mechanism in investigating housing discrimination complaints.

Kelli Dunn, an Equal Justice Fellow and housing attorney with Texas Rural Legal Aid and Rosa Torres, Regional Managing Attorney for the South Texas Regional Office of Advocacy, Inc. presented on topics which included Litigating Fair Housing Complaints and Housing Rights for Persons with Disabilities. Kelli Dunn and Mary Daniels Dulan presented information on reasonable accommodations and reasonable modifications. ATCFHP distributed a publication titled "ATC Reasonable Accommodations and Reasonable Modifications under the Fair Housing Act Self-Help Packet." This publication was produced as an education and outreach initiative under the Texas Cooperative Fair Housing Program and is distributed throughout the state to persons and organizations.

The final session of the seminar included a presentation on Advertising and the Fair Housing Act and Familial Status Discrimination by Sandra Tamez. Examples were given of discriminatory advertising practices with preferences that showed blatant discrimination against families with children. Charles Bonney, Director of Enforcement for TCHR discussed the HUD Occupancy Standards Statement of Policy Notice issued on December 18, 1998. Also discussed was the TCHR "Occupancy Policies for Families under Laws in Texas" enacted on May 1, 1995, which was originally rescinded by TCHR on May 23, 2001.

In an April 12, 2002 public meeting, the Commission directed Texas Commission on Human Rights staff to provide additional notice to housing providers, residents and fair housing advocates regarding the rescinded occupancy policy. On May 16, 2002, J.D. Powell, Executive Director of TCHR, issued a notice of the rescinded TCHR Occupancy Policy that was distributed to housing providers including state and local apartment associations and boards of realtors. Fair Housing Assistance Programs (FHAP) like the cities of Garland,

Corpus Christi, Dallas and Ft. Worth Human Relations Commissions and the Austin Human Rights Commission that utilize Federal Fair Housing standards for purposes of enforcement were also notified of the rescinded policy. However, Fair Housing Initiatives Programs (FHIP) in Texas, like the Greater Houston Fair Housing Council, the Fair Housing Council of Greater San Antonio and the ATC Fair Housing Program report that housing providers who rent dwellings are still relying on the rescinded 1995 TCHR Occupancy Policy as a guideline. These organizations report current familial status housing discrimination complaints where the housing provider utilizes an overly restrictive occupancy policy to deny housing to families with children.

TCHR Housing Investigators Robert Hood, Nekesha Phoenix and Enrique Serrano were on hand to meet participants. Fair housing seminar participants included the Mercedes Housing Authority, the La Joya Housing Authority, Mission Housing Authority, County of Hidalgo, McAllen Affordable Homes, McAllen ISD Even Start Program and the McAllen ISD Migrant Department. Also attending were the Advocacy Resource Center for Housing, Texas Department of Housing and Community Affairs, Donna Housing Authority, Hidalgo Urban County Program, Community Hope Project, Valley Association for Independent Living, Mujeres United-Women Together and the City of Corpus Christi Human Relations Department. A special thank you was extended to Liz Gomez of the Urban County Program in Hidalgo and Cindi Garcia of ATCFHP for their valuable assistance in producing this very successful seminar.



## ATC Staff Changes

**C**ongratulations to Patrick Lee Banis who recently joined HUD as an Equal Opportunity Specialist at the Southwest Regional Office of FHEO in Ft. Worth, Texas. Patrick, a graduate of UT Law School joined ATC in 1999, first as a volunteer tester and later as a Law Clerk and Testing Coordinator I. Debbie Toon is now serving as Testing Coordinator I. She is a graduate of UT Law School and joined ATC in March 2002 as a Law Clerk.

