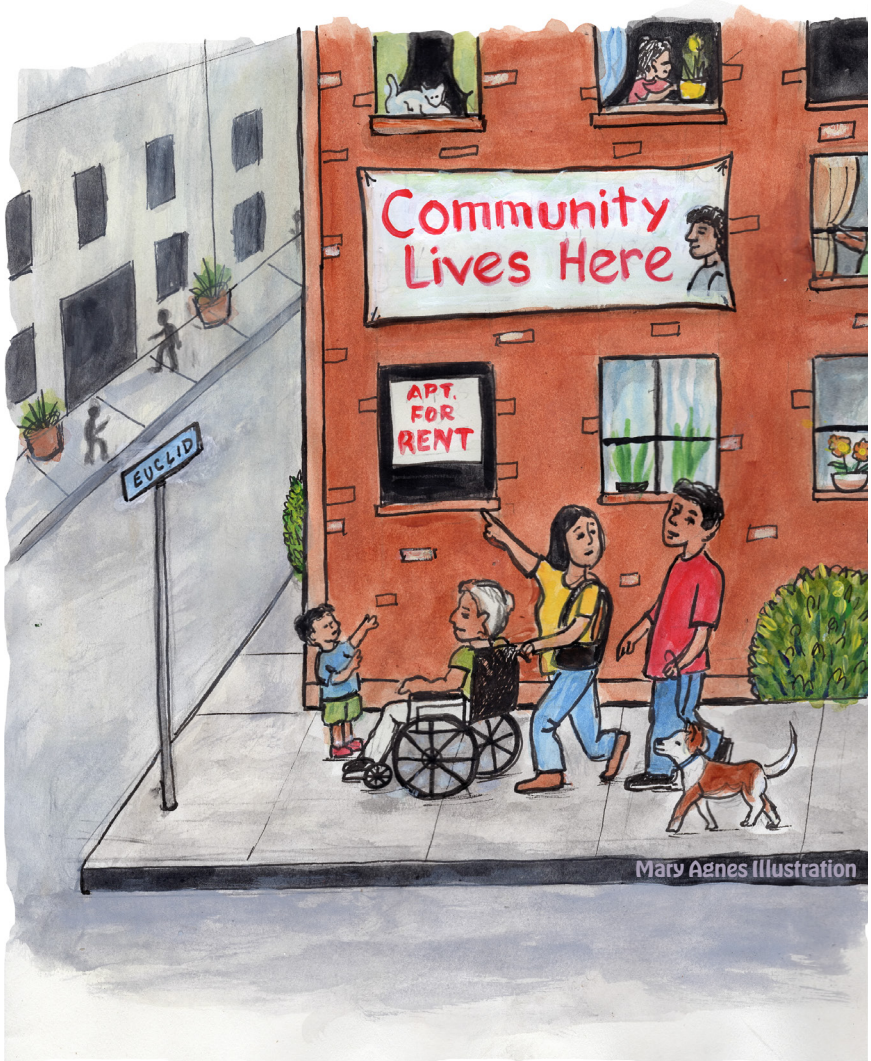


# A Guide for Renters in San Antonio



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## Get Involved!



Credits to **Mary Agnes Rodriguez** for the Illustrations throughout the booklet (unless otherwise stated).

# About This Guide

This guide was created by **Texas Housers** to help our San Antonio community navigate the tricky process of renting a home and answer questions our renters may have. Whether you have a landlord who is behind on work orders or you find yourself on the brink of eviction, we hope this guide reminds you that you are not alone in your struggle and help is available.

We invite you to use this zine in the ways you see fit; keep it handy in your home to check if your rights may have been violated, lend it to neighbors when they are struggling with rental issues, or bring it along to any new rental spaces you may be looking at.

As a renter, you have rights and responsibilities. Your rental housing provider also has responsibilities to provide you safe, sanitary living conditions and maintain your unit accordingly.



**DISCLAIMER:** *The information contained in this guide is provided for informational purposes only, and should not be considered a substitute for legal advice on any subject matter. For legal resources, please see **Page 36** of this guide.*

# Quick Navigation

 Important Information

 Resources

 Actions you take yourself

 Questions and Concerns

 Asterisk

# Things to Keep In Mind Before Renting

- Have your ID, credit score, proof of income, and application fee\* ready.
- Review the eligibility requirements that landlords are required to provide.
- Your criminal and eviction records will likely be reviewed by property managers.
- Always visit the property in person.

## Application Cost and Fees

Oftentimes rental properties require a renter to earn 2-3 times the monthly rent, but paying more than 30% of your income in rent can lead to financial burden.

**1. Application Fees:** Covers the cost of a background and credit check. They are required and non refundable unless you are not given the eligibility requirements mentioned above.

- » **Eligibility requirements must be provided in writing and are usually accompanied by an acknowledgment form stating you received these requirements. If you did not sign an acknowledgement form then it's presumed you did not receive them.**
- » **If your application is rejected and you did not receive the application requirements/acknowledgement form notice then the fee should be returned. If your fee is not returned then you are entitled to \$100, 3 times the fee, and reasonable attorney's fees. Speak to a lawyer before filing a suit.**

**2. Application Deposit:** Not always required. Refundable if your application is rejected and should be refunded within 30 days. If your application is accepted, the fee will turn into a "hold deposit," which is used to prevent the landlord from giving up your place while they look at your application.

\*The fee can be refunded if you are not given the tenant selection criteria and grounds for which the application may be denied.

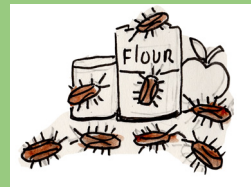
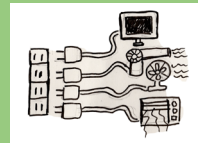
- 3. Security Deposit:** Usually required, but only after signing a lease. Unless you live in public or subsidized housing, there is no limit to the amount that can be charged as a security deposit, but all specifics will be included in the lease agreement. This fee helps cover the cost of any damage you may cause to your place. If no damage is done, this deposit will be refunded at the end of your lease.
- » **If you do not receive your security deposit back, you have the right to know what it was used for.**

## Visiting Rental Properties:

Ask to view the specific unit you will be leasing. If you notice the unit needs repairs, ask the landlord if they are going to make them. If they agree to make the repairs, make sure to get their promise in writing. As you are meeting with your landlord, keep note of how your potential landlord treats you and your concerns.

### Things to do when visiting:

- ❑ Inspect plumbing. Look for leaks and signs of water damage from leaks.
- ❑ Be wary of smell and evidence of dampness, which could be a sign of mold/mildew.
- ❑ Test every appliance: fridge, stove, dishwasher, and smoke detector.
- ❑ Open all cabinets and drawers
- ❑ Look for holes in the walls and floor; scratches on floor or other surfaces; stains or mold on the carpet, walls, bathroom, etc.
- ❑ Look for signs of bugs, rats, or other pests.
- ❑ Test the locks and assure all doors and windows have them.
- ❑ Look for any chipping and peeling paint. If the house is older than 1978 assume lead hazard.



» Landlord is required to include a lead hazard disclosure and a “protect your family from lead in your home” pamphlet.

- Write down any damage you notice.
- Just in case, it is a good habit to take a picture(s) of how the apartment looked before you moved in. That way, there is photo evidence of any pre-existing damage.

## Understanding Your Lease

A lease is a legal agreement between the tenant (you) and the landlord. **It can be an oral or written agreement. You can be a tenant and have a lease without a written agreement.** The lease will include a list of responsibilities for both the tenant and the landlord. By signing it both parties agree to uphold their end of the bargain.



Texas law provides what landlords are responsible for when renting to a tenant\*.

**Among these responsibilities are:**

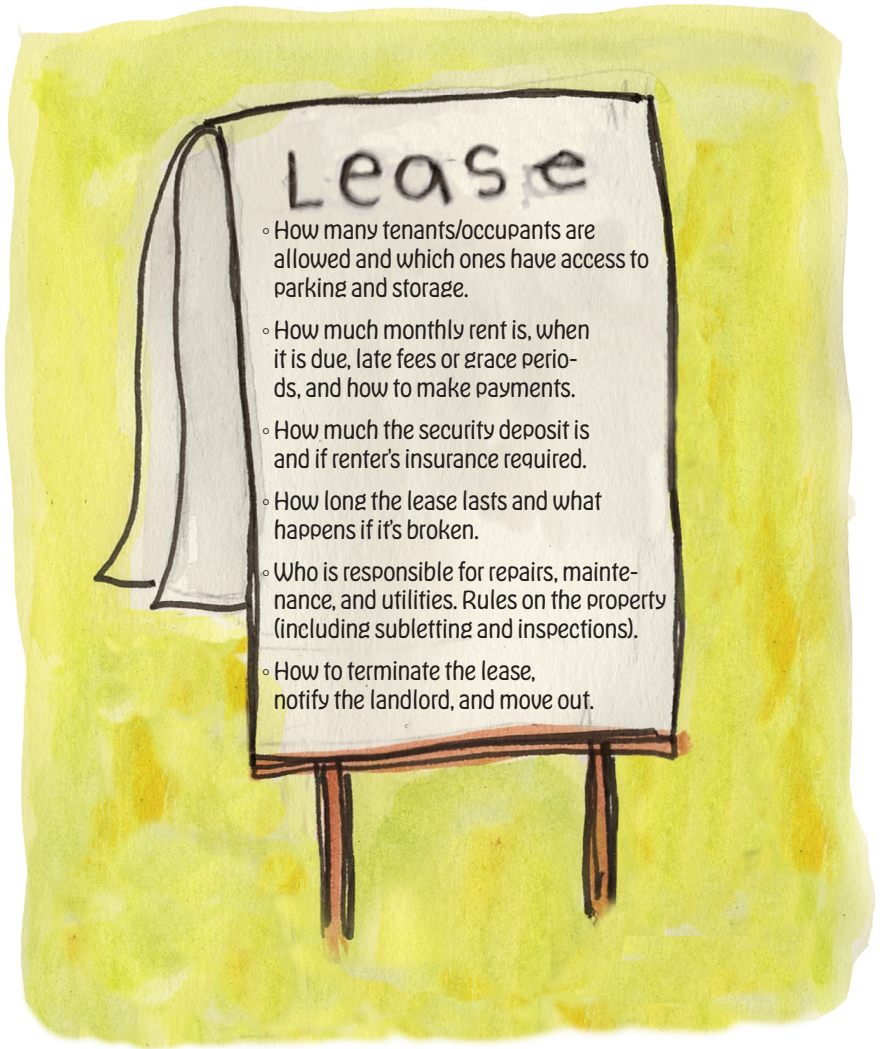
- Providing a Notice to Vacate
- Repair responsibilities
- Refunding and/or providing an accounting for a security deposit
- Providing adequate door locks and window latches
- Installing smoke detectors
- Mitigating damages for a broken lease



\* Unless stated otherwise in local provisions.



Every person who will be living in the rental property with you must be named as a **tenant/authorized occupant**. Tenants are fully responsible for keeping the terms of the lease, including for paying rent. However, authorized occupants are not legally responsible for the rent. The lease will usually include the following information:



# Signing Your Lease

**A written lease agreement often offers more protection than an oral agreement. If moving is difficult for you and you intend to stay for at least a year, try to get a written lease agreement that lasts a year.**

Read your entire lease.

Never sign without reading all

sections. If you are not satisfied with

the lease terms, consider negotiating or talking it out with

the landlord. If you are still not satisfied, consider looking for

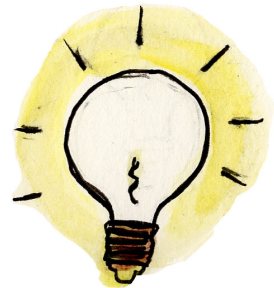
another place. Once you sign, keep a copy of the lease.



If you find yourself in a court hearing, and you only have an oral lease agreement, provide as much information to the court in writing as possible (text message or email is fine, it doesn't have to be a physical piece of paper).

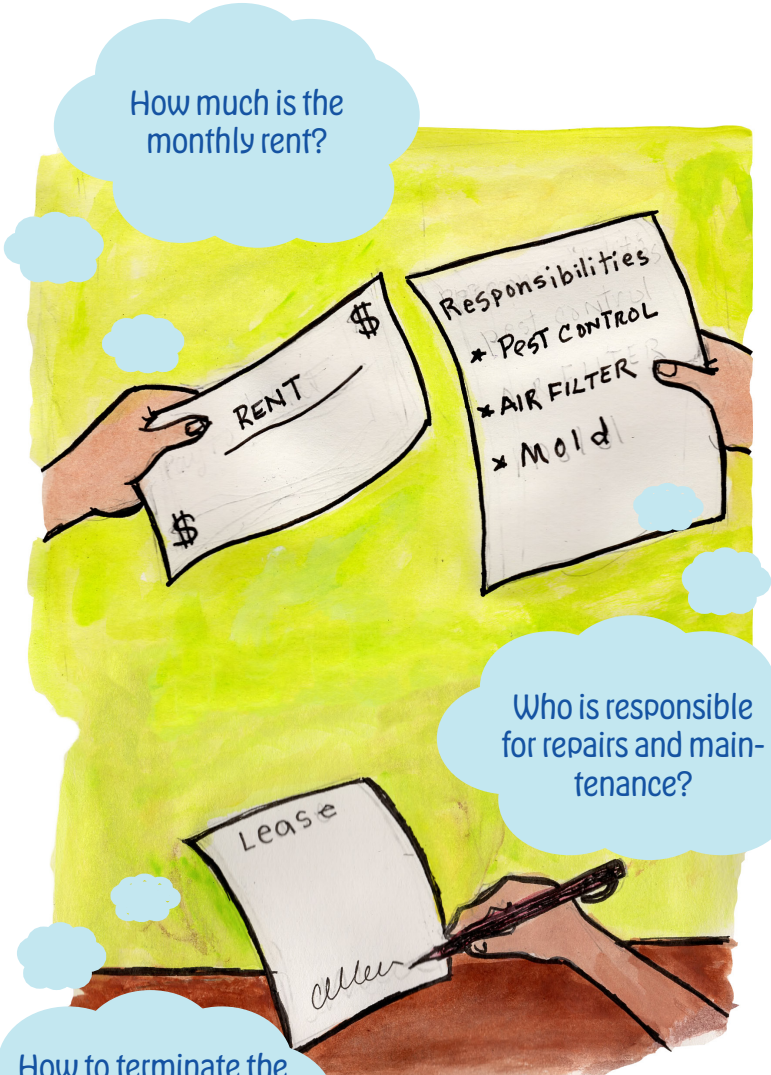
Exceptions:

- Your landlord can increase the rent if the lease has a provision for an increase in the rent due to higher utility taxes, insurance cost, or for another reason stated in the lease.
- Your landlord can also increase the rent or reduce services after a lease has expired if it is part of a pattern of rent increases or service reductions for the whole complex and all tenants.
- Your landlord can terminate the lease and evict you if you fail to pay your rent, intentionally cause property damage to the premises, threaten the personal safety of the landlord, the landlord's employees, or others, or break a promise you made in your lease.



# What Kind of Questions Should I be Asking?

How much is the monthly rent?



Responsibilities

- \* Pest Control
- \* AIR FILTER
- \* Mold

Who is responsible for repairs and maintenance?

How to terminate the lease, notify the landlord, and move out?

## Changing Your Lease Midway

To change the lease terms in the middle of your lease, you must receive consent from the landlord. It is best to have the consent and changes written in a document that is signed and dated by the tenant and landlord. Only after the document is written, signed and dated can the new terms of the lease apply.



## Terminating Your Lease

Most standard leases state that if the landlord or the tenant does not provide a written notice of non-renewal, the lease will automatically renew on a month-to-month basis after the end of the initial term. The deadline to provide this non-renewal notice varies, but is often 30 or 60 days.

### Ways to terminate your lease:

- Written and signed agreement with landlord.
- Automatically when lease is set to end, **unless the lease requires you to provide advanced notice.**
- Landlord or you broke the rules of the lease and **notice is given that the lease will be terminated.**

### Things to consider before terminating your lease:

- Cleaning requirements for how the place should be when you leave.
- The amount you have to pay including rent, damage, or **reletting fees** (voiding your lease entirely, allowing for a new tenant to sign a new lease).
- The time you have to wait to get your security deposit back if you are getting one.
- Please keep in mind that a lease is an important agreement between you and your landlord that carries legal obligations. It's important to follow the proper process when terminating your lease to avoid potential legal complications and financial hardships.

# Renter's Insurance

The landlord is responsible for the property while you are responsible for the items in your home. Renter's insurance protects your possessions in case of theft, fire, flood, or other disasters. If you have renter's insurance, call your insurance company to begin a claim. Standard renter's insurance may not cover flood damage.



What if I do not have renter's insurance?

If you do not have renter's insurance and there is theft, fire, flood, or another disaster, you will be responsible for **ALL** damages to your property.

Texas Department of  
Insurance: Understanding  
Renter Insurance



# Maintenance

**Before requesting a repair, make sure you are caught up on your rent** and in compliance with anything else required by the lease. You cannot withhold (not pay) your rent even if the landlord has failed to repair a condition that needs repair. **Withholding rent will probably get you evicted in Texas.**

For tenants living anywhere in Texas, the landlord must provide:

- A dwelling that is decent, safe, and sanitary;
- Repairs of conditions that threaten the health or safety of a tenant;
- Hot water at a minimum temperature of 110° Fahrenheit;
- Smoke detectors; and
- Secure locks on all doors and windows, including a keyless bolting device.



You have the right to repairs that affect your health and safety. Make sure to complete the necessary steps in order to address these concerns. If you have experienced issues such as: dirty air filters, mold, lead paint, pests, or similar situations then it is time to request a maintenance repair.

- Fill out a written request for repairs

OR

- » State your name, address, and the repairs you need.
- » Specify how your health and safety is affected and where repairs need to be done.
- » Sign and date the notice.

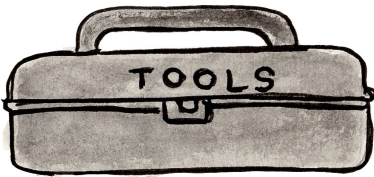
Written request  
for repairs

Here is a template  
for a written  
request of repair.



- Take a picture and make a copy.
- Mail it to the place where you pay your rent by regular mail and by certified mail.
  - » You can deliver the maintenance request in person, but make sure to get a date stamp or the landlord's signature and a copy of it. If the landlord hasn't submitted a response, after 7 days, send another notice.
- Give your landlord 7 days to repair; or reasonable time if it's an emergency.
- Follow up by phone or email about the status of repairs.

What do I do if I need repairs?



File a [Repair and Remedy Petition](#) through the Justice of the Peace Court. In order for this process to work, you **must** have a written lease and written reports.

## IF YOUR LANDLORD TRIES TO RETALIATE...

Gather evidence including code enforcement reports and look into the City's Proactive Apartment Inspection Program.

Hire an attorney or ask for free legal assistance with Texas RioGrande Legal Aid (TRLA).

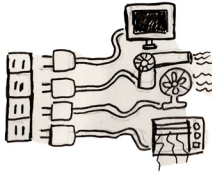
At the hearing, let the judge know your landlord retaliated by providing supporting evidence.

# Utilities Shut Off

Utilities include important services such as:



Water



Gas and Electricity



Sewer and Trash

Landlords often require you set up your own utility accounts and pay for these utilities yourself every month. Your lease will tell you who is responsible for what.

What does that mean?

For Example:

Landlords usually pay for water and trash collection while tenants are usually responsible for their internet service.



If you pay for water, gas, or electric services as part of your rent, your landlord can only shut off utilities needed for repairs, construction, or in an emergency. **Your landlord cannot shut off your water or gas for nonpayment of rent or utilities.** If your utilities are sub-metered or allocated and you do not pay the landlord, the landlord may terminate your services only when following proper notice.



**What to do if you did not pay your utilities and they were shut off:**

Contact the DHS Utility Assistance Program on page 17 for financial assistance. Contact your landlord to work out a resolution to reconnect your utilities. The process for utilities cut-off for nonpayment by the tenant is very complex. You may wish to consult with a legal professional who can evaluate your situation and advise you on potential courses of action.

**Texas RioGrande Legal Aid (TRLA)**  
(210) 212-3703

**What to do if your landlord didn't pay the utility company and your utilities were shut off:**

Contact the utility company to discuss options to reconnect the utilities. If you have experienced financial losses as a result of a utility shut-off by your landlord, such as: moving costs, lost wages, attorney fees, court costs, or utility connection fees, you may wish to consult with a legal professional who can evaluate your situation and advise you on potential courses of action.

**Texas RioGrande Legal Aid (TRLA)**  
(210) 212-3703

## Payment Assistance

There are a number of programs that provide financial assistance if you or a loved one are in a tough financial spot:

**Housing Assistance Program\*:  
Neighborhood and Housing Services**

**Phone Number: (210)-207-5910**

**Hours: Monday - Friday: 8:00 AM - 4:30 PM**

**\*Assistance dependent on funding ability.**



**NEIGHBORHOOD & HOUSING SERVICES**

## **Catholic Charities\***

On Mondays they only have staff to answer calls for electricity assistance. All day, Tuesday through Friday, they have staff to answer calls for rent assistance.

**Phone Number: (210)-226-6178**

**Hours: Monday - Friday: 8:00 AM to 5:00 PM**

\*Must have: Lease, Eviction Notice or a Notice to Vacate, must be a Bexar County Resident

## **Electricity:**

### **Department of Human Services: Utility Assistance Program\***

**Phone Number: (210)-207-7830**

**Hours: Monday - Friday: 8:00 AM to 3:45 PM**

\*Only Electricity - If the individual is paying CPS directly

### **Bexar County Residents Hotline**

Meant for Utilities

**Phone Number: (210)-335-3666**

**Hours: Monday: 8:00 AM to 9:45 AM, 11:00 AM to 4:30 PM, Tuesday - Friday: 8:00 AM to 4:30 PM**



# Lockouts

If your landlord locks you out of your home, you may contact them, and demand to be let back inside and given a key. If your landlord does not give you a key, you can request a Writ of Reentry at the Justice of the Peace Court while you explore legal action against your landlord.

Landlords can change the locks **if ALL of the following has occurred:**

- You have not paid your rent.
- Your written lease states that your landlord can lock you out.
- Your landlord has hand delivered or posted on the inside of your door a written notice, at least 3 days, or if locally mailed, at least 5 days, before changing your locks.



credit: Clipart World

The notice must state the:

- Earliest day the lockout may happen.
- Amount of rent you must pay to prevent the lockout.
- Name and address of the person to contact about the notice.
- Your right to receive a key to the new lock at any hour, even if you don't pay the rent you owe.

**Even if you still owe money or your lease states your landlord has the right to lock you out, your landlord must still give you access to your unit upon your request.**

## Eviction

Eviction means that a tenant is removed from a rental unit by their landlord.

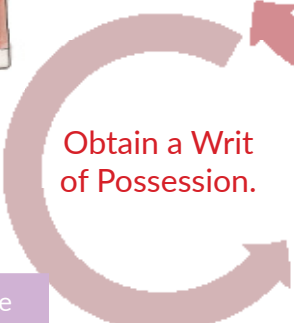
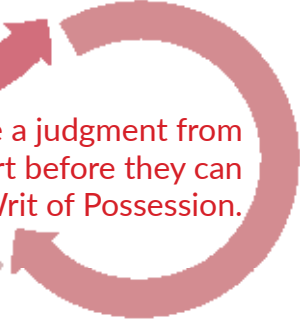
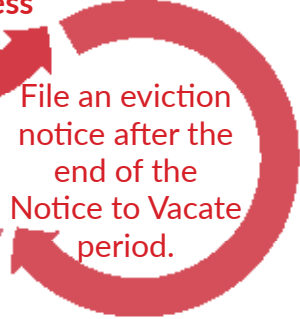
**A tenant can face an eviction for these reasons:**



- Not paying rent.
- Causing damage to the property.
- Doing things that affect the health and safety of others, like drug activity or violent crime.
- Not moving out when your lease is up and is not renewed, which is called "holding over."
- Violating the lease.

# Eviction Process

If a landlord is trying to evict you for not paying your rent, the landlord must:



\*Justice of the Peace

## 3-Day Notice to Vacate

You must receive a written notice to vacate before the landlord can file a lawsuit to evict you. Your landlord can give you a Notice to Vacate the day after the rent is due.

The Notice to Vacate **must be delivered in ONLY\*** one of the five following ways:

1. Hand delivered to you, the tenant.
2. Posted on the inside of your front door.
3. Sent by regular mail, registered mail, or certified mail.
4. Posted on the outside of the front door if the landlord is unable to enter the unit and there is not a mailbox (in a sealed envelope with the words "Important Document" or similar language written on the front).
5. Notice posted on the front gate or visible area of the main entrance if the landlord can't reach the front door due to a locked gate, alarm system, or dangerous animal.



The 3-day notice **must include**:

- Name and address of the tenants.
- Date it was delivered, the reason for the notice, and the final date/time you must vacate.
- Statements explaining that you have 3 days to move out, that the landlord can file an eviction if you do not move, and how the notice was delivered.

The notice may also include an option to pay rent within those 3 days.

### Things to remember if you have received a Notice to Vacate:

- If your landlord wants to evict you for something other than rent, continue to pay the rent.
- If your landlord refuses your payment, save the rent payment because you may have to use that money to pay any fees if the court rules in your favor.
- Keep records of anything that was incorrect on the Notice to Vacate itself or anything incorrect with how the Notice to Vacate was delivered
  - » Ex: The Notice to Vacate has the wrong address.
- The notice period starts on the day the Notice to Vacate was delivered. Weekends and holidays are included. A Notice to Vacate must be for at least 3 days, unless you agree to a shorter or longer notice period in your lease (never less than 24 hours).
- If you live in a CARES Act covered property, you may be entitled to a longer notice period before being issued a Notice to Vacate by your landlord. Contact TRLA for assistance if you have received a Notice to Vacate.

**IMPORTANT: The date in the Notice to Vacate is not the date you will be evicted.** Your landlord still has to go to court to evict you. Once they obtain an Eviction Notice you can be removed. The City of San Antonio requires a landlord to provide a Notice of Tenants Rights to the tenant at the time the landlord provides a Notice to Vacate. If you did not receive a Notice to Vacate, contact Code Enforcement by dialing 3-1-1 to report a violation.

**Do I Need a Lawyer?**

The probability of the judge ruling in your favor rises significantly if you have an attorney representing you.

We do not recommend having a family member represent you in court. TRLA offers *free legal services* for low-income individuals who qualify.

# What If I Don't Attend My Eviction Hearing?

If you fail to attend your hearing, the landlord will be granted a **default judgment** against you. A default judgment is an automatic win for the landlord, meaning they can evict you. If you fail to appear and obtain a default judgment, you can file an appeal.



You may ask for a “**Motion to set Aside a Default Eviction Judgment**” if you missed your hearing for a *good reason*.

If you missed your hearing, you may be able to challenge a default judgment. Some good reasons may be:

You did not receive proper notice of the hearing or you had an emergency, such as a car accident or a family sickness, that did not allow you to make the hearing.

\*Here is a detailed guide that provides more information:



<https://bit.ly/3EUz0i9>

\*This link is not meant as legal advice. Contact TRLA for assistance with using this resource.

# What Happens at Trial?

Have witnesses and documents prepared beforehand.

The landlord will call any witnesses they have. They will testify and tell their side to the court/jury.

- You will have the opportunity to question any witnesses they call.
- You can ask the witnesses questions related to the facts of the case.



Before the judge decides, each side may make a closing argument when you can explain why you think you should win your case.

There may or may not be a jury. The plaintiff (the landlord) and the defendant (you, the tenant) will have an opportunity to speak to the court.



After the landlord's witnesses are questioned, it's your turn to present witnesses. **You can also testify yourself** and show any documents you may have including: documents, contracts, canceled checks and receipts.



A decision will be made by the jury or judge. The trial is now complete.



# After Judgment in Favor of the Landlord

Unless you have filed a timely appeal, on the **sixth day** after a judgment in favor of the landlord, your landlord can ask the Justice of the Peace Court for a **“Writ of Possession”** to remove you.

## Appeal an Eviction

If you received a court order for eviction, you have the right to appeal. You must file your appeal **within 5 days** (this includes weekends) of the court hearing. **You can remain in the property while your appeal is pending.**

### You may appeal by:

- Depositing a cash deposit at the court in the amount of the appeal bond set by the Justice of the Peace, or
- Filing an Appeal Bond with two good sureties (a surety is an organization or person that takes on the responsibility of paying the debt in case the debtor is unable to make the payment), which the court must approve, or
- Filing an Affidavit of Inability to Pay the Appeal Bond. This is what most tenants who appeal do. The court clerk must give you the form upon request, but you can also find it below.

[bit.ly/3s0zZbu](https://bit.ly/3s0zZbu)

Here is the form of  
Affidavit of Inability  
to Pay Appeal:



\*These links are not meant as legal advice. Contact TRLA for assistance with using these resources.

\*Here is additional information:



[trla.org/eviction-guide](https://trla.org/eviction-guide)

## Writ of Possession

If you do not appeal, your landlord can ask the court for a **Writ of Possession**.

This directs a constable or a peace officer to seize and take control of the property. They facilitate turning the property over to the landlord's possession. The constable will then post a 24-hour notice on your front door stating the date and time when the constable will return and remove you and your possessions.

If you do not move, the constable or sheriff will execute the Writ of Possession to maintain peace while your landlord removes you and your things.



Under the Writ of Possession, prior to the constable returning to remove you, **your landlord cannot:**

- Change the locks and not give you a copy of the new key upon request.
- Remove the front door.
- Turn off heat or electricity.
- Personally remove you or your belongings without a constable or sheriff present.

## Resources After Eviction

If you have been evicted and need immediate assistance, the numbers and organizations below can provide help while you get back on your feet.

### **Neighborhood & Housing Services Department**

Apply for relocation assistance to help you move.\*

Phone Number: (210)-207-5910

Email: [evictionhelp@sanantonio.gov](mailto:evictionhelp@sanantonio.gov)

**\*contingent on funding availability and eligibility**

### **Department of Human Services San Antonio Homeless**

#### **Connection Hotline:**

Must meet HUD's definition of literally homeless to complete HomeLink assessment.

Phone Number: (210)-207-1799

### **Emergency Family Shelter (The Salvation Army):**

Phone Number: (210)-352-2046

### **Roy Maas Youth Alternatives/Youth Hotline:**

Phone Number: (210)-340-8090

### **The Battered Women and Children's Center:**

Phone Number: (210)-733-8810

### **Haven for Hope**

Phone Number: (210) 220-2100

## Fair Housing Rights



## Protected Classes

All tenants have the right to be provided with a place considered habitable that includes working plumbing, electricity, and heat. It is illegal to be discriminated against due to: national origin, race, color, religion, sex, disability.



What counts as discrimination?

Doing any of the following because you are part of a protected class.

- Refusing to rent.
- Refusing to negotiate for housing.
- Setting different terms, conditions, and privileges for renting of a place.
- Providing different housing services and facilities.
- Falsely denying that housing is available for inspection or rent.
- Blockbusting: real estate brokers persuading landlords to rent their place at a different price.
  - Threatening, coercing, intimidating, or interfering with someone's right to exercise a fair housing choice, or with helping others exercise that right.

***If you feel you are being discriminated against, you can file a complaint with the Fair Housing Council of Greater San Antonio.***

***Call (210) 733-3247***

# Disabilities

A physical or mental disability can include hearing, mobility and visual impairments, chronic alcoholism, chronic mental illness, AIDS, or an intellectual disability that substantially limits one or more major activities.

If you or a tenant living with you is regarded as having a physical or mental disability, **your landlord cannot do the following:**

- Refuse to allow reasonable modifications needed to your place or common use areas, at your expense.
  - » **If reasonable**, the landlord may allow changes only if you agree to restore the place to how it was originally before you moved in.
- Refuse to make reasonable accommodations in rules, policies, practices, or services if necessary for a person with a disability to use the housing.
  - » **Example:** A building with a “no pets” policy must allow a visually impaired tenant to keep a guide dog.
  - » **Example:** If you receive your SSDI payment after rent is due, you can request an altered rent due date, making it possible to pay your rent on time.

# Service Animals

If you have a service animal, **your landlord cannot:**

- Consider the service animal a “pet.”
- Charge you a “pet deposit” or monthly “pet fee.”
- Ban or limit service animals by type.
- Require proof that the service animal is registered or trained as a service animal. If they persist, contact Texas RioGrande Legal Aid.



If your landlord **does not** accept your service animal:

**YOU MAY:**

- Get a letter of support from your medical professional.
- Write a letter to your landlord. This letter is called a “reasonable accommodation request.”

Here is a template  
for a reasonable  
accommodation  
request:



<https://bit.ly/3J0xbhM>

Here is a more  
detailed guide about  
disability rights:



# Know Your Rights

## Retaliation

**Retaliation** can take many shapes and forms, such as locking a tenant out of their unit, trying to evict them, refusing services, terminating a tenant’s lease, or increasing a tenant’s fees.



**You have the right** to do any of the following without being retaliated against:

- Request repairs.
- Report a housing code violation or utility problem to a government agency, public utility, or nonprofit.
- Filing a police complaint.
- Exercise a right you have according to your lease, city law, state law, or federal law.
- Form or participate in a tenant organization.



If your landlord retaliates against you, you can **sue the landlord for one month's rent plus \$500, actual damages, court costs, and attorney's fees.** Consult with legal advice on this situation. Texas RioGrande Legal Aid (TRLA) call (210) 212-3703. You are protected against retaliation within 6 months after the date of the act.

## Tenant Organizing

A **tenant organization** is a group of neighbors who get together to address problems in the property and work together to come up with solutions.

**You have the right to join, form, or participate in a tenant organization.** State law says that a landlord cannot decrease services, evict you, or choose not to renew your lease for participating in a tenant organization. This protection is in place for 6 months after the tenant joins, forms, or participates in a tenant organization. And remember, you must remain current on your rent.

## How can I work with my neighbors to address issues in my apartment?

A tenant takes action to address an issue in their apartment.

After talking with other tenants, they realize they have similar issues.

Tenants decide to form a tenant organization.

Tenants hold meetings to discuss their issues.

Tenants try to recruit other tenants to build stronger base.

Tenants vote to form tenant organization.

Tenants hold elections to elect officers of organization.





Officers decide meeting details, create bylaws to formalize decisions, create short term and long term goals, plan strategies and work together with everyone to accomplish the goals of the organization. The leaders continue to revisit the bylaws and hold regular elections.



Working together with others will hold everyone accountable of their rights and responsibilities as tenants and property owners. As a group, talk to management or submit repair requests together to address complaints. If you continue to have concerns, contact 3-1-1.

## Domestic Violence

If you are living with an abuser in a rental property in Texas, **you have the right to terminate your lease without penalty** by providing your landlord a copy of a protective order and a copy of documentation of the family violence against the tenant or an occupant.

Here is more information about housing rights for Domestic Violence:



## Violence in Federally Subsidized Housing

The Violence Against Women Act (“VAWA”) protects applicants, tenants, and participants in certain U.S. Department of Housing and Urban Development (HUD) programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking. VAWA protection is available to victims regardless of sex, gender identity, or sexual orientation.

# Rental Assistance

The City of San Antonio offers both rental and relocation assistance to renters who have experienced unexpected financial hardships.

Do any of the following situations apply to you?

- I have become unemployed.
- My hours were reduced at work.
- My wages were reduced at work.
- I had to get expensive medical care.
- I've had other unexpected expenses.
- You can no longer afford your increased rent.

Do I qualify for assistance?

To qualify, you must be a City of San Antonio resident and meet household income criteria.

To find out if you are eligible, call 210-207-5910.\*

\*Assistance dependent on funding availability. For more information on program eligibility go to [sa.gov/NHSD](http://sa.gov/NHSD).

If these qualifications and situations apply to you, please call a city housing navigator at (210)-207-5910 and tell them you are interested in the the rental or relocation assistance program.

If you need help applying, Texas RioGrande Legal Aid assists with completing the application. Email [terp.help@trla.org](mailto:terp.help@trla.org) or call (210)-212-3703 for assistance.

# City Council Resolution on Tenants' Rights

On May 4, 2023, the City of San Antonio City Council passed a Resolution Supporting Tenants' Rights. The resolution listed rights from existing local, state and federal laws to protect the health and safety of renters in San Antonio.

## Your rights include:

- Your rental housing provider is required to provide you with a copy of the **Notice of Tenants' Rights** within 1 day if they issue a Notice to Vacate.
- Your rental housing provider is **required** to give you a copy of the lease if you request it from them.
- Property owners must comply with the **City's Property Maintenance Code** and follow-up on requests for repairs.
- You have the right to **not be discriminated against** based on your race, color, national origin, religion, sex, familial status, disability, marital status, sexual orientation, or gender identity.
- Your rental housing provider **cannot retaliate** against you for requesting repairs to your unit, reporting code violations, organizing or participating in a tenant organization.
- If you have a physical or mental disability, you have the right to certain **reasonable accommodations** from your rental housing provider.
- If you live in some federally funded housing developments, such as Public Housing or participate in the Housing Choice Voucher program, you can ask for **translations or interpretations** of your housing documents.

**To learn more about other renters rights, protections and responsibilities, visit [www.sa.gov/tenantsrights](http://www.sa.gov/tenantsrights).**

**Texas Housers will continue to push for policies such as these recommended in the reading because Texas Houser's work and advocacy are based off of these four rights:**

1. The right to choose where to live in a decent/affordable home.
2. The right to stay in a neighborhood and not be involuntarily forced out.
3. The right to equal treatment in public facilities, benefits and services.
4. The right to have a say in decisions affecting life, home, and community.

### **Eviction Support (Right to Counsel Program)**

The City of San Antonio proudly partners with Texas RioGrande Legal Aid (TRLA) to offer legal aid services to households with low incomes who are experiencing eviction or housing instability. If you have received a notice to appear in Court or have a judgment against you, please contact the Right to Counsel (RTC) program immediately at 210-212-3703 or [righttocounsel@trla.org](mailto:righttocounsel@trla.org).



### **Proactive Apartment Inspections Program**

The Proactive Apartment Inspections Program ensures San Antonio Apartment complexes with 5 or more units are meeting living standards for renters by inspecting apartment complexes. The City of San Antonio will maintain a registry of apartment complexes cited for code violations.

Your rental housing provider cannot retaliate against you for reporting code violations to the city. Violations of city code can be reported by calling 3-1-1. Find information at [sanantonio.gov/DSD/Resources/Codes](http://sanantonio.gov/DSD/Resources/Codes).

# Thanks for Reading!

We understand that we could not cover every single situation and issue that may come up for our San Antonio renters. However, we hope that you will utilize these resources in your time of need. Feel free to share and pass along this guide to others who may benefit from it. You are not alone in your struggle as there are resources and organizations here to help!

**Texas RioGrande Legal Aid (TRLA) - Right to Counsel Project**

**Phone Number:**

**(210)-212-3703**

**Email:**

**[RightToCounsel@trla.org](mailto:RightToCounsel@trla.org)**

**Address: 1111 N. Maine Ave**

**St. Mary's University School of Law Center for Legal and Social Justice:**

**Phone Number:**

**(210)-570-6135**

**Address:**

**1 Camino Santa Maria**

**San Antonio Legal Services Association:**

**Website:**

**[www.sa-lsa.org](http://www.sa-lsa.org)**

**Haven for Hope Resource Center**

**Phone Number:**

**(210)-207-2100**

**Address: 1231 W. Martin St.**

**Community Justice Program Legal Clinics**

**Phone Number:**

**(210)-227-8822**

**Address: 100 Dolorosa, Suite 500**

**Caritas Legal Services**

**Phone Number: (210)-222-1294**

**Address: 202 W. French Place**

**Texas Law Help**

**Website:**

**[www.texaslawhelp.org](http://www.texaslawhelp.org)**

**Texas Tenant Advisor**

**Website:**

**[www.texastenant.org](http://www.texastenant.org)**

**Disability Rights Texas**

**Phone Number:**

**1-833-212-4212**

**Website:**

**[www.disabilityrightstx.org](http://www.disabilityrightstx.org)**

**Email: [housing@DRTx.org](mailto:housing@DRTx.org)**

**Join the coalition and  
attend our meetings!**



**Coalition for  
Tenant Justice**

**Contact us!  
[ctj@ctjisa.org](mailto:ctj@ctjisa.org)**

**Written By:**



**TEXAS  
HOUSERS**

**TEXAS LOW INCOME HOUSING  
INFORMATION SERVICE**

**In Collaboration with:**



**Coalition for  
Tenant Justice**



**NEIGHBORHOOD &  
HOUSING SERVICES**

Special thanks to **TRLA** for the legal advice  
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