

# **Renters' Rights & Responsibilities Info Session**

presented by  
**Fair Housing Council of South Texas**  
and



# Welcome

**Thank you for being here today!**

**Interpretation services are available for ASL and Spanish.** Please let us know at the sign-in table if you need assistance.

**Thank you to our resource table partners:**

- Development Services Department Code Enforcement
- NHSD Fair Housing Counselors
- NHSD Housing Accessibility and Stability



CITY OF SAN ANTONIO  
**NEIGHBORHOOD & HOUSING  
SERVICES DEPARTMENT**



# Overview of Tenants' Rights Campaign - 2023



## NOTICE OF TENANTS' RIGHTS

Your rental housing provider is required by the City of San Antonio to provide you a copy of this notice when you are issued a Notice to Vacate for Non-Payment of Rent. If you have a question or need to report a possible violation, contact the City's Code Enforcement Division by calling 210-207-6000 or 311.

### You should know:

**A Notice to Vacate is not an eviction.**

It is only the first step in the eviction process and does not mean you must move out immediately. You still have time to resolve the issue. You do not need to leave your dwelling right now and should not move without talking to your rental housing provider first.

**There are resources to help.**

Scan the QR code with a smart phone or visit [www.sa.gov/nhsd](http://www.sa.gov/nhsd) to access the City's website for more tenants' rights and resources information.



### Steps you can take now:

Contact your rental housing provider right away to try to work out a payment arrangement.

Payment arrangements should be in writing and signed by both you and your rental housing provider.

Seek out financial assistance to help cover your rent.

If you are having trouble paying rent, there may be assistance available through nonprofits or government programs. A few options are below:

**City of San Antonio:** [www.sa.gov/nhsd](http://www.sa.gov/nhsd) or call 210-207-5910  
**Texas Rent Relief:** [www.texasrentrelief.com](http://www.texasrentrelief.com) or call 833-989-7368  
**San Antonio Community Resource Directory:** [www.sacr.org/directory](http://www.sacr.org/directory)

**If you have questions about your rights or need legal assistance, seek out help.**

City of San Antonio, Fair Housing Team: [www.sa.gov/nhsd](http://www.sa.gov/nhsd) or call 210-207-5309  
 City of San Antonio, Right to Counsel Program, administered by Texas RioGrande Legal Aid: [RightToCounsel@trla.org](mailto:RightToCounsel@trla.org) or call 210-212-3703

### What can happen after you receive a Notice to Vacate?

After the Notice to Vacate has been delivered, the rental housing provider may file a suit in a Justice Court. The Justice Court will set a date for the hearing which is usually within 21 days of the filing in a court. The Court will notify you in writing of the date you must appear. You are encouraged to appear at the hearing and defend your rights. If you work out an agreement with your rental housing provider before the eviction hearing begins, show the court the agreement. The rental housing provider will usually dismiss the case if you pay everything due before the hearing. If not, the court will hear the case and issue a decision. If you do not appear, a judge may conclude that you do not oppose the eviction and issue judgment for the rental housing provider. You have the right to appeal. If you do not move or file an appeal within five days after the hearing, the rental housing provider can request a Writ of Possession from the Court. A 24-hour notice will be posted on your door before the Writ of Possession is carried out by removing you and your personal belongings from your residence.

**Remember that you have options and there are people who can help you.**

It is a good idea to communicate with your rental housing provider during the entire process to work out an agreement.

Name of Resident \_\_\_\_\_ Date of Delivery \_\_\_\_\_  
 Address/Unit \_\_\_\_\_ Delivered By \_\_\_\_\_  
 Contact \_\_\_\_\_

Last revised: May 11, 2023

## RIGHTS, RESPONSIBILITIES, & RESOURCES

**AS A RENTER** Local, state, and federal protections exist for renters. Learn more at [SA.gov/TenantsRights](http://SA.gov/TenantsRights) or scan the QR code below.

Tenant Rights	Explanation	Legal Protections	Contact
What do I do if I receive a Notice to Vacate for Non-Payment of Rent?	You do not need to immediately leave your home when your rental housing provider gives a Notice to Vacate. You will not need to leave unless you are evicted.  You should: 1.) Talk to your rental housing provider about a starting a payment plan repayment agreement. 2.) Look for rental assistance programs 3.) Make plans to attend your eviction hearing to make your case. If you do not attend, you will automatically lose your case.  Your rental housing provider is required to provide you with a copy of the Notice of Tenants' Rights within 1 day of the date they issue a Notice to Vacate.	Notice of Tenants' Rights City Ordinance.	Code Enforcement - Development Services Department of the City of San Antonio, call 311
If I ask for a copy of my lease agreement, is the rental housing provider required to give it to me?	Yes, if you request it, your rental housing provider is required to give you a copy of the lease, including leases that are renewed. Your lease should have the terms and conditions for your housing. Therefore, it is important that you keep a copy for your records.	Texas Property Code Section 92.024.	Speak to your rental housing provider or the property manager first for help  For legal assistance with the eviction process, you may contact Texas RioGrande Legal Aid. Contact Info: Call 210-212-3703 or Email: <a href="mailto:RightToCounsel@trla.org">RightToCounsel@trla.org</a> .
I need essential repairs made to my unit, what should I do?	Under Texas law, you have the right to safe and healthy living conditions. Property owners must comply with the City's Property Maintenance Code and follow-up on requests for repairs. Do not withhold your rent if your rental housing provider is not making repairs, as this can lead to an eviction. Make sure you make requests for repairs as outlined in your lease. Document your written repair requests with certified mail delivery. If your rental housing provider is not responsive, call 311.	Texas Property Code Section 92.056/San Antonio Property Maintenance Code.	Code Enforcement - Development Services Department of the City of San Antonio, call 311.
What if I feel like my rental housing provider is discriminating against me?	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 access to your housing or your housing application cannot be denied for any of the reasons listed above.	Federal and Texas Fair Housing Acts/ City of San Antonio Non-Discrimination Ordinance.	City of San Antonio's Fair Housing Program: Call 210-207-5309

cont. >>

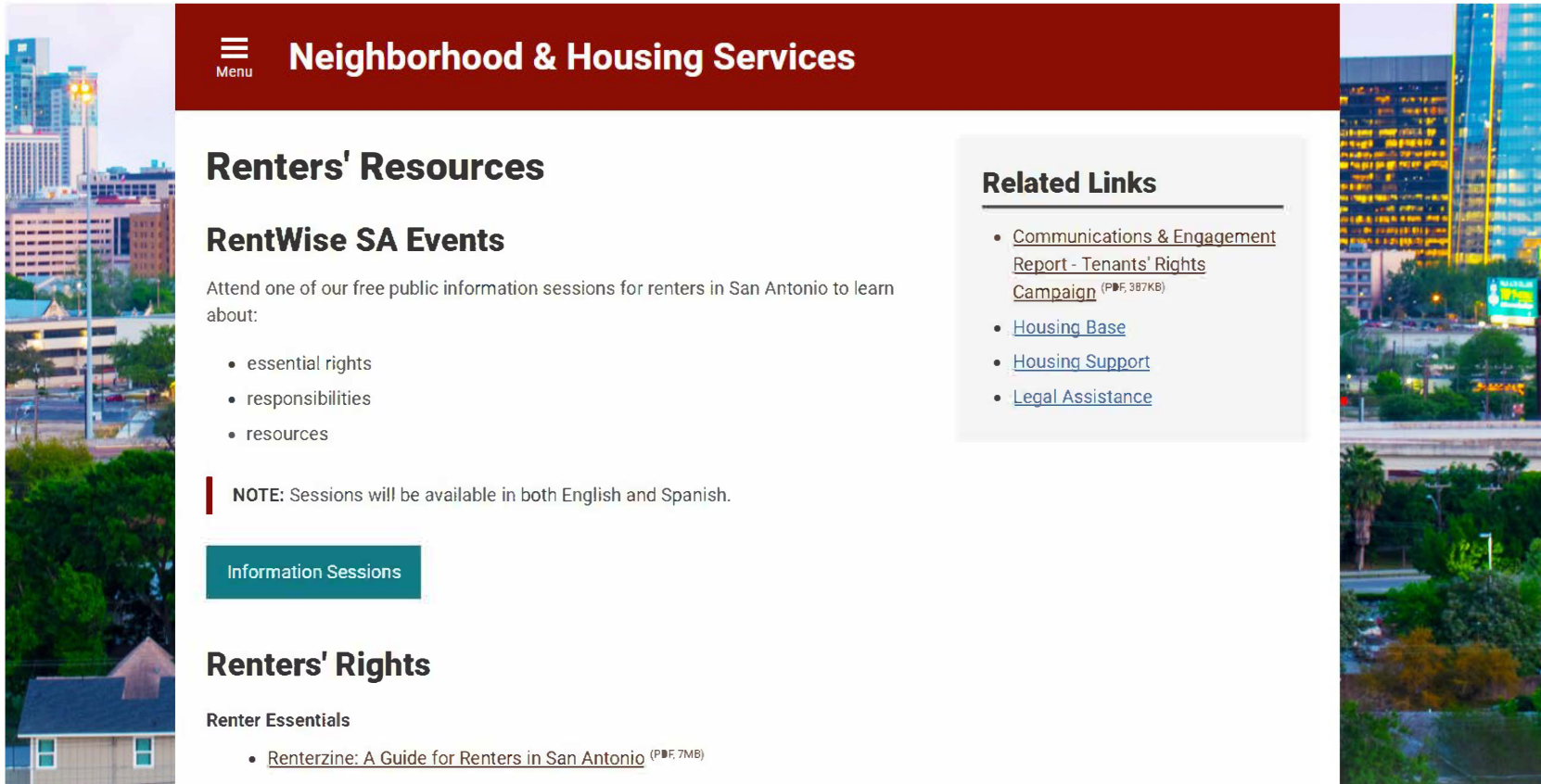


NEIGHBORHOOD & HOUSING SERVICES



# Renter Resources Webpage

[www.sa.gov/tenantsrights](http://www.sa.gov/tenantsrights)



The screenshot shows the website for Neighborhood & Housing Services. The header is dark red with a white menu icon and the text "Neighborhood & Housing Services". The main content area is white and features several sections:

- Renters' Resources**
- RentWise SA Events**: "Attend one of our free public information sessions for renters in San Antonio to learn about:"
  - essential rights
  - responsibilities
  - resources
- NOTE**: Sessions will be available in both English and Spanish.
- Information Sessions**: A teal button.
- Renters' Rights**
- Renter Essentials**
  - [Renterzine: A Guide for Renters in San Antonio](#) (PDF, 7MB)
- Related Links**
  - [Communications & Engagement Report - Tenants' Rights Campaign](#) (PDF, 387KB)
  - [Housing Base](#)
  - [Housing Support](#)
  - [Legal Assistance](#)

## What can I find here?

- Eviction Information
- Resolution on Tenants' Rights
- "Resolution Explainer"
- Notice of Tenants' Rights
- Other languages available
- FAQ document

# Renter Resources: Video Series

[www.sa.gov/tenantsrights](http://www.sa.gov/tenantsrights)

**INTRODUCTION TO RENTER RESOURCES AND THE LEASE**

CITY OF SAN ANTONIO TEXAS

NEIGHBORHOOD & HOUSING SERVICES

00:04

The video player interface features a dark red background with a large white play button on the left. The title 'INTRODUCTION TO RENTER RESOURCES AND THE LEASE' is centered in white. In the bottom right corner, the City of San Antonio logo and 'NEIGHBORHOOD & HOUSING SERVICES' are displayed. A progress bar at the bottom shows a timestamp of 00:04.

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

- Allow a 2-day grace period before charging a late fee.
- Deliver a 3-day Notice to Vacate (unless the lease allows for less time).
- File an eviction notice after the end of the Notice to Vacate period.
- Go to court to present their case.
- Receive a judgment from JP\* court before they can request a Writ of Possession.
- Obtain a Writ of Possession.

\*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:

- Hand delivered to you, the tenant.
- Posted on the inside of your front door.
- Sent by regular mail, registered mail, or certified mail.
- 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).
- 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.

19

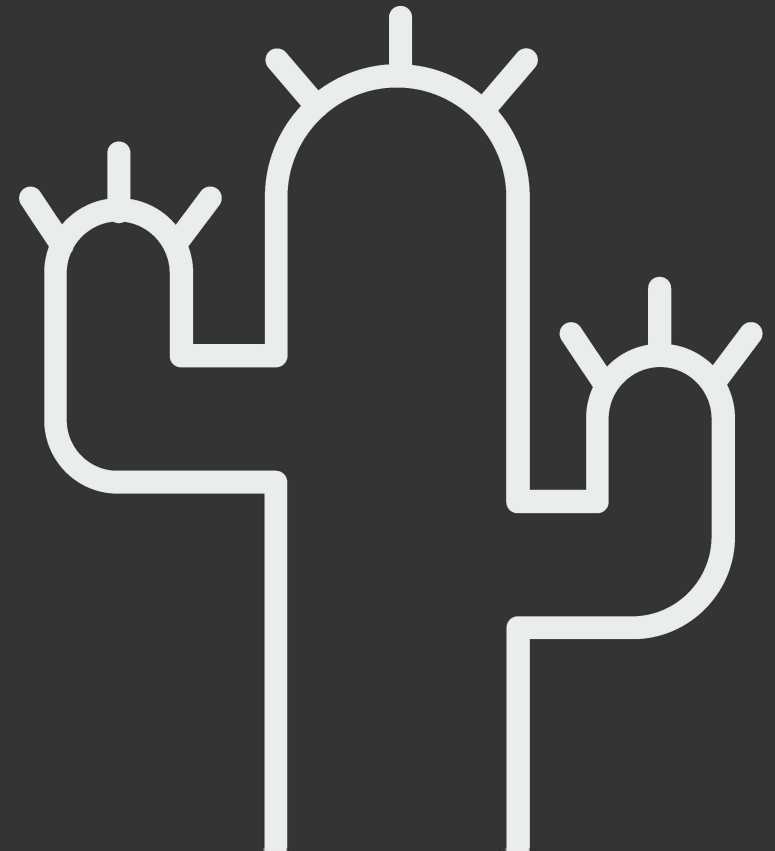
20

The infographic is presented as an open book with a red cover. The left page (19) details the 'Eviction Process' with a vertical flow of steps connected by red arrows. The right page (20) explains the '3-Day Notice to Vacate' requirements, including a list of five delivery methods and a list of required notice contents. An illustration of a person reading a document is on the right page. The City of San Antonio logo is visible on the left page.

# **Renters' Rights & Responsibilities**

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Sandra Tamez  
Fair Housing Council  
of South Texas



# Understand Your Lease Agreement

The lease agreement is a contract between you and the housing provider that covers:

- rent due date
- rent amount due
- length of tenancy
- which utilities are paid by you and which your housing provider pays
- who is responsible for paying for repairs
- the consequences of breaking your lease agreement

It is very important that you read and understand the entire lease and agree with the terms before signing.



# Get a Copy of Your Lease Agreement

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**You are entitled to a copy of your lease agreement!**

Texas law requires a housing provider to provide at least one copy of the lease to at least one person on the lease within 3 days of all signatures being added.

- ▶ More copies can be provided to additional tenants if you submit a request in writing.
- ▶ A housing provider may comply with this section by providing a complete copy of the lease:
  - in a paper format;
  - in an electronic format if requested; or
  - by e-mail if the parties have communicated by e-mail regarding the lease.



# Repairs

- Texas Law requires housing providers to repair issues in your home which affect your physical health and safety.

This includes things like:

- ▶ sewage backup
  - ▶ roach or rat infestation
  - ▶ no hot water
  - ▶ faulty wiring
  - ▶ leaking roof
- It does not include things do not affect physical health and safety like air conditioning, ice makers, or window screens.



# How to Request Repairs

- **Housing providers can only make repairs if they know about them! Notify your housing provider in writing.**
  - ▶ Notify them of specific repairs needed to your unit using the steps outlined in your lease or community rules.
  - ▶ If no steps are outlined, put it in writing, date it, have the housing provider confirm receipt, and keep a copy.
- **Make sure your rent is paid and up to date. Your housing provider is not required to make repairs unless you are current on your rent.**
- **Housing providers have a “reasonable time” to repair the problem after receiving your notice.**
  - ▶ This usually means 7 days, but other factors can be taken into consideration such as the availability of parts, materials, etc.

# Security Deposits

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The security deposit is money that is intended to secure your performance under the lease.

The housing provider must refund your security deposit within thirty (30) days after the date you moved out of the unit and turned in your keys.

However, before returning the security deposit, your housing provider can deduct the cost of damages or charges that you are liable for under the lease.

- ▶ With the exception of normal wear and tear of the unit (like nail holes where you hung pictures).

**IMPORTANT TIP:** After you have moved out all your personal property and cleaned the rental unit, take a video or photos of each room to have proof of the condition you left the unit in.

# Lock-Outs



- A housing provider may prevent you from entering your home only when:
  - ▶ your rent is not completely paid
  - ▶ in an emergency situation
  - ▶ to conduct a bona fide repair
  - ▶ you have abandoned the premises
- A housing provider may change the locks based on your failure to pay rent if your lease says they can and they have first mailed or delivered to you a 3-day written notice that states:
  - ▶ the date of the proposed lock-out
  - ▶ the amount of rent owed
  - ▶ the location where the rent can be paid
  - ▶ your right to receive a key to the new lock at any hour—  
***REGARDLESS OF WHETHER YOU HAVE PAID RENT***

# Lock-Outs (continued)

- If your housing provider changes your door locks because you are behind in paying your rent, they must leave another written notice on your front door stating:
  - ▶ where you can obtain the new key at any hour
  - ▶ the name and location of the person who will provide you with the new key
  - ▶ that the landlord must provide the new key to you at any hour—REGARDLESS OF WHETHER OR NOT YOU PAY ANY RENT
  - ▶ the amount of rent and other charges you owe



# Notices to Vacate & Evictions

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- A Notice to Vacate is not an eviction.
- Getting a Notice to Vacate does **not** mean that you must immediately move out of your rental unit.
- Unless and until the Justice of the Peace (JP) issues a Writ of Possession, you can remain in your rental unit.

# Notices to Vacate & Evictions (continued)

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## ► STEP 1: WRITTEN NOTICE TO VACATE

The housing provider cannot file an eviction suit before they give you a written Notice to Vacate with at least three (3) days to move-out unless your lease agreement provides otherwise.

The federal CARES Act requires a thirty (30) day notice in certain evictions where the property participates in certain federal programs or the property owner has a federally-backed mortgage.

# SA Notice of Tenant's Rights



## NOTICE OF TENANTS' RIGHTS

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#### There are resources to help.

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#### If you have questions about your rights or need legal assistance, seek out help.

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#### Remember that you have options and there are people who can help you.

It is a good idea to communicate with your rental housing provider during the entire process to work out an agreement.

Name of Resident \_\_\_\_\_  
Address/Unit \_\_\_\_\_

Date of Delivery \_\_\_\_\_  
Delivered By \_\_\_\_\_  
Contact \_\_\_\_\_

Last revised: May 11, 2023

The City of San Antonio requires that a “Notice of Tenants’ Rights” accompany any Notice to Vacate for Non-Payment of Rent issued within the city limits of San Antonio.

The “Notice of Tenants’ Rights” includes helpful information that:

- encourages dialogue between the tenant and landlord
- directs the tenant to resources
- clarifies that a Notice to Vacate is not an eviction, but is the first step towards one



# Notices to Vacate & Evictions (continued)

## ▶ STEP 2: EVICTION SUIT

The housing provider must file an eviction suit with the Justice of the Peace (JP). A constable will serve you with a copy of the eviction suit which notifies you about the eviction hearing date, time, location, reasons for eviction, etc.

It is very important that you show up for your hearing!

## ▶ STEP 3: JUSTICE OF THE PEACE HEARING AND JUDGMENT

- The JP will conduct the eviction hearing and should allow both the housing provider and the tenant to provide evidence and testimony before entering a judgment.
- If the you fail to attend the hearing on time or at all, then the JP can enter a default judgment against you.
- Once the JP enters their judgment, the parties have five (5) calendar days to appeal the judgment.
- If the judgment is against the tenant, then the tenant will have 5 days to vacate or appeal.

# Notices to Vacate & Evictions (continued)

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## ▶ **STEP 4: APPEAL (OPTIONAL)**

Either party has five (5) calendar days to appeal the JP's judgment.

## ▶ **STEP 5: WRIT OF POSSESSION**

If you do not appeal the JP judgment within the 5-day deadline, the housing provider can ask the JP to issue a writ of possession, which directs a constable or sheriff to take possession of the unit and turn it over to the housing provider.

The constable must post written notice on your door at least 24 hours in advance.

After that notice, they can peacefully enter the unit to remove you and your personal property.

# Evictions – Legal Resources

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Texas RioGrande Legal Aid (956) 996-8752  
--or--  
(210) 212-3700

TRLA Right to Counsel Project (210) 212-3703

St. Mary's School of Law's  
Consumer Protection Clinic's  
Eviction Hotline (210) 570-6135

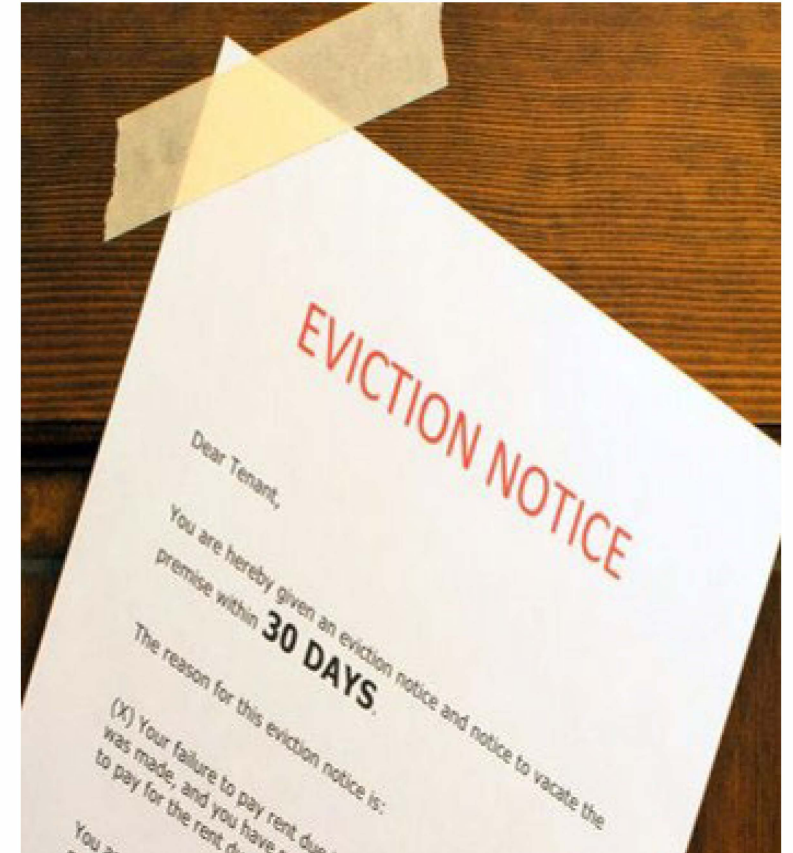


# Evictions & Disabled Renters

If a renter has a disability which prevented them from submitting their rent payment on time, then they can submit a reasonable accommodation request to the property owner or manager asking them to postpone filing an eviction suit and to accept their rent payment at a later date or via a different method.

## EXAMPLE:

A renter is hospitalized receiving treatments for their disability which prevents them from submitting their rent payment on time. Therefore, they can request that their housing provider allow them to submit their rent payment via a different method or at a later date after they are discharged.



# Housing Discrimination & The Fair Housing Act

The Federal Civil Rights Act of 1968—commonly referred to as the Fair Housing Act (FHA)—was enacted on April 11, 1968 and prohibits housing discrimination based on seven protected classes.

The seven protected classes under the federal Fair Housing Act are:

- Race
- Color
- National Origin
- Religion
- Sex
- Familial Status
- Disability

The City of San Antonio's Non-Discrimination Ordinance (NDO) recognizes the same seven protected classes under the federal FHA but also provides additional protection based on:

- Veteran Status
- Age
- Sexual Orientation
- Gender Identity



# Fair Housing Act: Housing Transactions Covered

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The Fair Housing Act applies to most housing transactions which include, but are not limited to, the following:

- Rental housing
- Real estate sales
- Mortgage lending
- Homeowners insurance
- Zoning and land use
- New construction of multi-family housing
- Home appraisals
- Advertising of housing
- Housing assistance programs

# Fair Housing Act: Facilities Covered

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The Fair Housing Act applies to most types of housing, whether privately or publicly funded. Some examples of these types of facilities include, but are not limited to, the following:

- Apartment complexes
- Assisted Living Facilities
- Transitional Housing
- Apartment housing in private universities
- Residential motels/hotels
- Any dwelling unit that is designed or used as a residence.
- Condominiums
- College Dorms
- Homeless Shelters
- Cooperatives
- Group Homes
- Public housing

# FHA: Race Discrimination Examples



Race discrimination is discrimination because a person is White, Black/African-American, Asian, American Indian, Alaska Native, Native Hawaiian or Pacific Islander, or some mixture of two or more of these groups.

**It is unlawful for a housing provider to discriminate against a person because:**

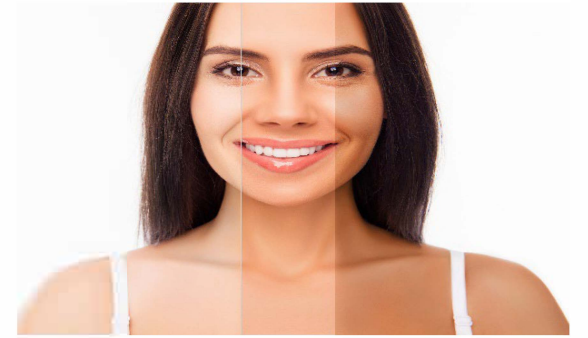
- of their actual or perceived race
- they are multi-racial
- they are in a relationship with someone of a different race
- they associate with or have guests of a particular race.

**Examples of race discrimination can include:**

- A housing provider refusing to rent to a Black applicant with a Section 8 voucher while agreeing to rent to a White applicant with a Section 8 voucher.
- An apartment leasing agent informing a consumer that an apartment is not available for rent or inspection because of the consumer's race—when the apartment is in fact available.
- An apartment manager evicting a renter because of the race of their guests.



# FHA: Color Discrimination Examples



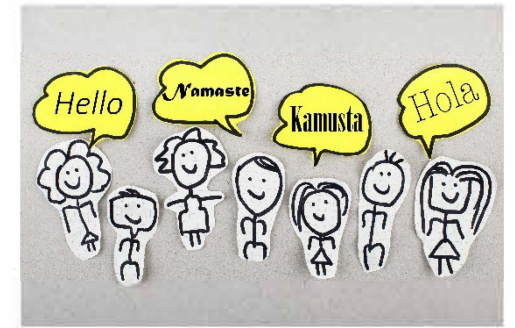
**It is unlawful for a housing provider to discriminate against a person because of their color.**

Color refers to the lightness or darkness of a person's skin. It can happen between people of different races or between persons of the same racial or ethnic group.

## **Examples of color discrimination can include:**

- An apartment manager assigning an applicant to a particular section of the apartment complex or to a particular building due to the color of their skin.
- An apartment leasing agent discouraging or obstructing an applicant's housing choices by exaggerating drawbacks or failing to inform the applicant of desirable features because of the color of their skin.
- An apartment manager restricting a tenant's visitor privileges and/or ability to have overnight guests because of the color of their skin.

# FHA: Natl. Origin Discrimination Examples



**It is unlawful for a housing provider to discriminate against a person because of their national origin.**

National origin means the country, region, or geographic area in which a person was born or from which their ancestors came. This includes discrimination because a person has the physical, cultural, or linguistic characteristics of persons from a foreign geographic area, and/or because a person has limited ability to communicate in English.

## **Examples of national origin discrimination can include:**

- An apartment manager immediately turning away applicants who are not fluent in English.
- An apartment manager rejecting a Hispanic applicant based on his criminal record but approving a White applicant with a comparable criminal record.
- An apartment manager refusing to rent to a person with a limited ability to read, write, speak, or understand English.

# FHA: Religion Discrimination Examples



It is unlawful for a housing provider to discriminate against a person because of their religion or because they wear religious clothing or engage in religious practices or rituals.

“Religion” includes the practice and non-practice of religion, including religions which are not mainstream.

## Examples of religious discrimination can include:

- A housing provider posting ads with statements such as "Christian tenants preferred" or containing restrictions against renting to persons of a specific religion.
- An apartment manager refusing to rent to women who wear hijabs.
- An apartment manager allowing tenants to put up Christmas lights but not allowing other tenants to put up decorations for their non-Christian holidays.

# FHA: Sex Discrimination Examples



**It is unlawful for a housing provider to discriminate against a person because of their sex.**

Protections based on sex include protections against sexual harassment and from discrimination based on your:

- gender assigned at birth
- nonconformity with gender stereotypes
- sexual orientation
- gender identity

## **Examples of sex discrimination can include:**

- An apartment leasing agent imposing a higher rent or additional security deposit for an apartment because of a person's sex, sexual orientation, or gender identity.
- An apartment employee making access to housing, services, or privileges conditional upon a tenant's submission to sexual conduct (such as, an employee promising a tenant certain privileges, favors, repairs to unit, rent discounts, withdrawal of eviction actions, etc. if the tenant went along with their romantic or sexual advances, etc.).

# FHA: Familial Status Discrimination Examples



**It is unlawful for a housing provider to discriminate against a person because of their familial status.**

Familial status means a person having one or more children under the age of 18 in the household. This includes a person who is pregnant or a person(s) who is in the process of adopting, fostering, or securing legal custody of a child.

**Examples of familial status discrimination can include:**

- An apartment manager issuing a lease violation, or an eviction notice against a family because their child made reasonable noise during reasonable hours of the day—since children have the right to make reasonable noise while playing.
- An apartment manager informing a family that their lease will not be renewed or requiring the family to immediately transfer to a larger apartment once a member of their household becomes pregnant or once the baby is born.
- An apartment manager requiring a parent to supervise their children at all times when their children are outside on the property or using certain amenities like the playground, computer room, fitness center, laundry center, basketball court, etc.

# FHA: Disability Discrimination Examples



**It is unlawful for a housing provider to discriminate against a person because of their disability.**

Disability is defined as having a physical or mental impairment which substantially limits one or more major life activities, having a record of such an impairment, or being regarded or perceived as having such an impairment.

## **Examples of disability discrimination can include:**

- An apartment leasing agent requiring a higher rent, additional security deposit, or renter's insurance because an applicant has a mobility impairment and uses a wheelchair.
- An apartment manager failing to fulfill their duty to take prompt action to correct and end the harassment of one tenant by another tenant—when that harassment is based on disability.
- An apartment manager limiting persons with disabilities to certain sections of the property or certain floors of a building (such as, only allowing persons who require the use of a wheelchair to rent first floor units).

# FHA: Extra Protections for People with Disabilities

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Fair Housing Act provides additional protections for people with disabilities including:

1. A developer, architect, builder, etc. cannot fail to design and construct new multi-family housing after March 13, 1991, so that they meet certain accessibility requirements.
2. Housing providers cannot ask a tenant or applicant if they have a disability or inquire about the nature or severity of their disability
3. Housing providers cannot refuse to make reasonable accommodations in rules, policies, services, etc. when they may be necessary for a person with a disability to fully use and enjoy their rental unit.
4. Housing providers cannot refuse to allow a person with a disability to make reasonable structural modifications, at the person's expense, when they may be necessary for that person's full enjoyment of the premises of their rental unit or the premises.

# FHA: Reasonable Accommodations

It is unlawful to refuse to make reasonable accommodations in:

- ◆ rules
- ◆ policies
- ◆ practices
- ◆ services

for a person with a disability, when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling.

A “reasonable accommodation” is a:

- change to a policy
- exception to a rule
- adjustment to a practice or service





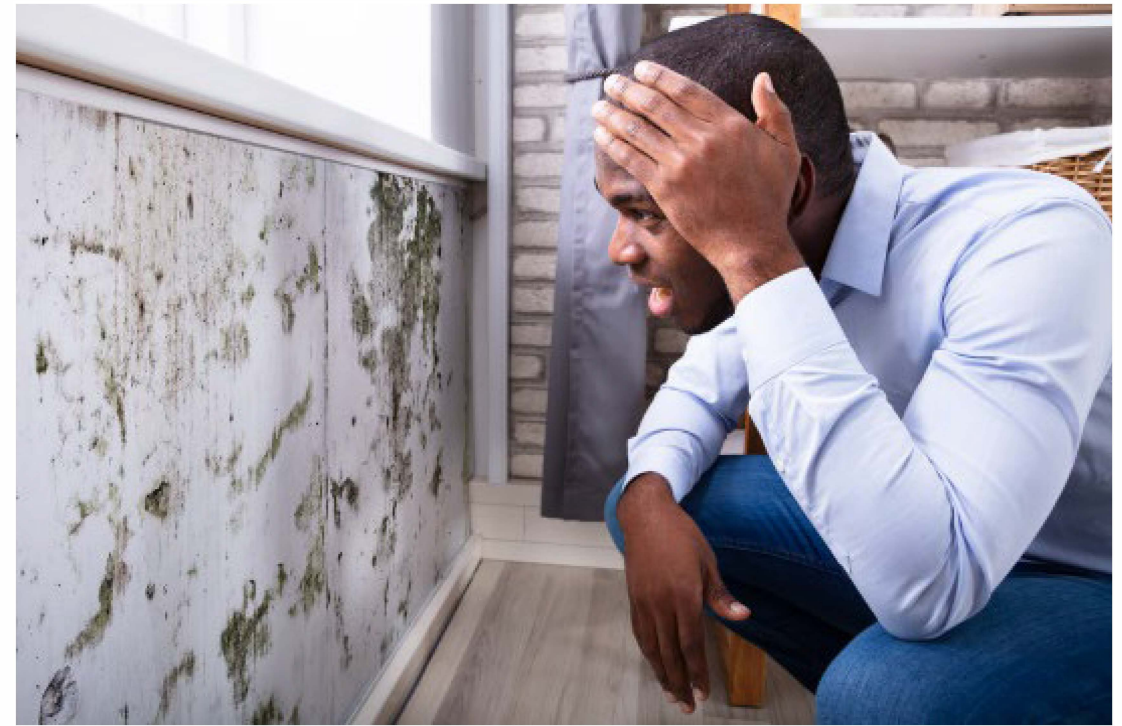
# FHA: Reasonable Accommodation Examples

- Provide Reserved Parking Space At No Cost to Disabled Tenant
- Waive “No Pet” Policies, Pet Deposits, Pet Rent, Breed Restrictions, Etc. Regarding Assistance Animals



# FHA: Reasonable Accommodation Examples

- Change to Rent Due Date & Grace Period
- Prioritize and Expedite Repairs, Pest Control, Etc.



# FHA: Reasonable Accommodation Examples

- Allow Unit Transfers Without Fees or Penalties

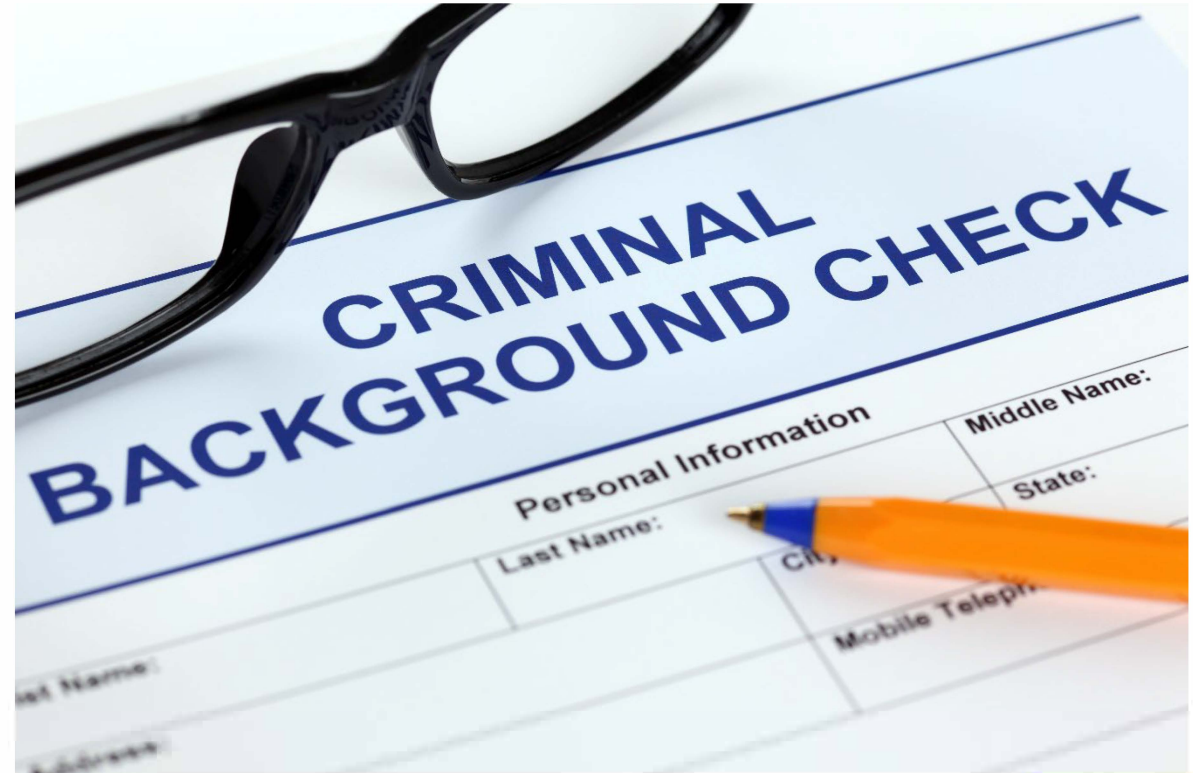


- Allow Early Lease Terminations Without Fees or Penalties



# FHA: Reasonable Accommodation Examples

- Rescind Evictions and/or Lease Violations
- Make Exceptions Regarding Criminal Background



# FHA: Reasonable Modifications

Under the Fair Housing Act, discrimination includes a refusal to permit, at the expense of the person with a disability, reasonable modifications of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises.

A “**modification**” means:

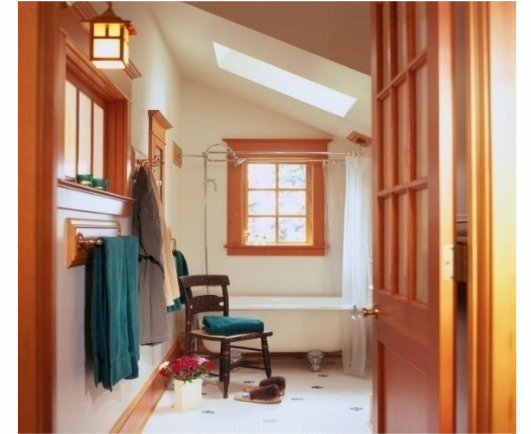
- any structural change to a dwelling unit
- any change to public-use areas of a building
- any change to common-use areas of a building



# FHA: Reasonable Modification Examples

Examples of modifications that typically are reasonable include:

- widening doorways to make rooms more accessible for persons in wheelchairs
- installing grab bars in bathrooms
- adding a ramp to make a primary entrance accessible for persons in wheelchairs
- altering a walkway to provide access to a public-use or common-use area



# FHA: Reasonable Modification Examples

Examples of modifications that typically are reasonable include:

- lowering closet racks
- installing a lower peephole and/or door chain on the front door
- installing alternate flooring instead of carpet
- removing cabinets under the sink
- lowering kitchen cabinets to a height suitable for persons in wheelchairs



# FHA: Determining Who Pays for Modifications

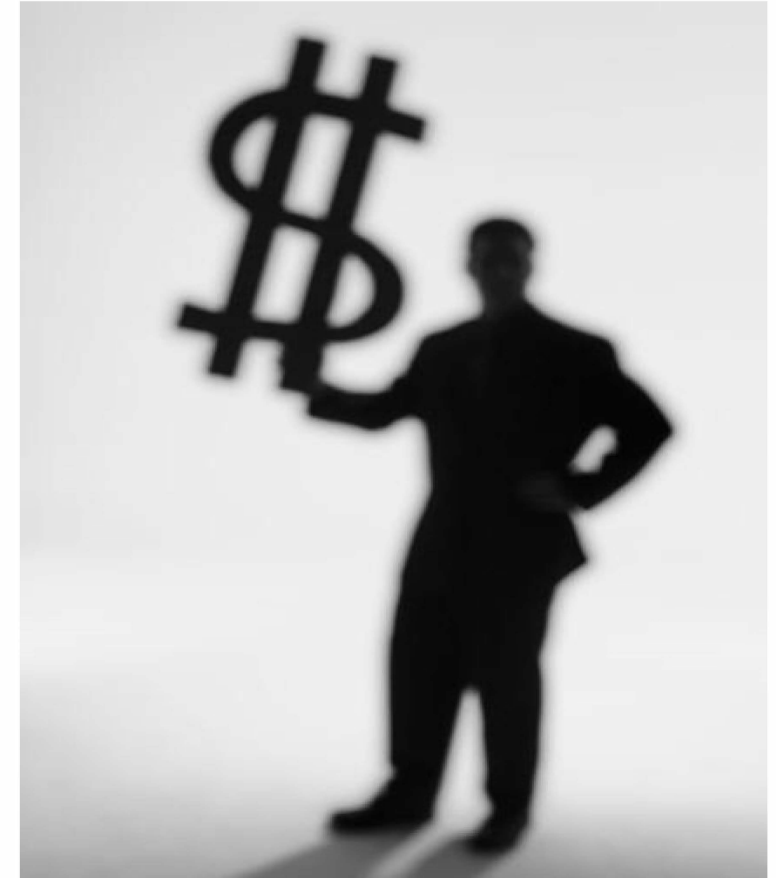
## RESPONSIBILITY PAYING FOR MODIFICATION EXPENSES:

The Fair Housing Act provides that while the housing provider must permit the modification, the tenant is responsible for paying the cost of the structural modification.

### **HOWEVER...**

there are certain circumstances when the responsibility to pay for the structural modification will shift to the housing provider.

**TIP:** Contact your local fair housing organization for assistance determining who is responsible for paying for structural modifications to your rental unit.

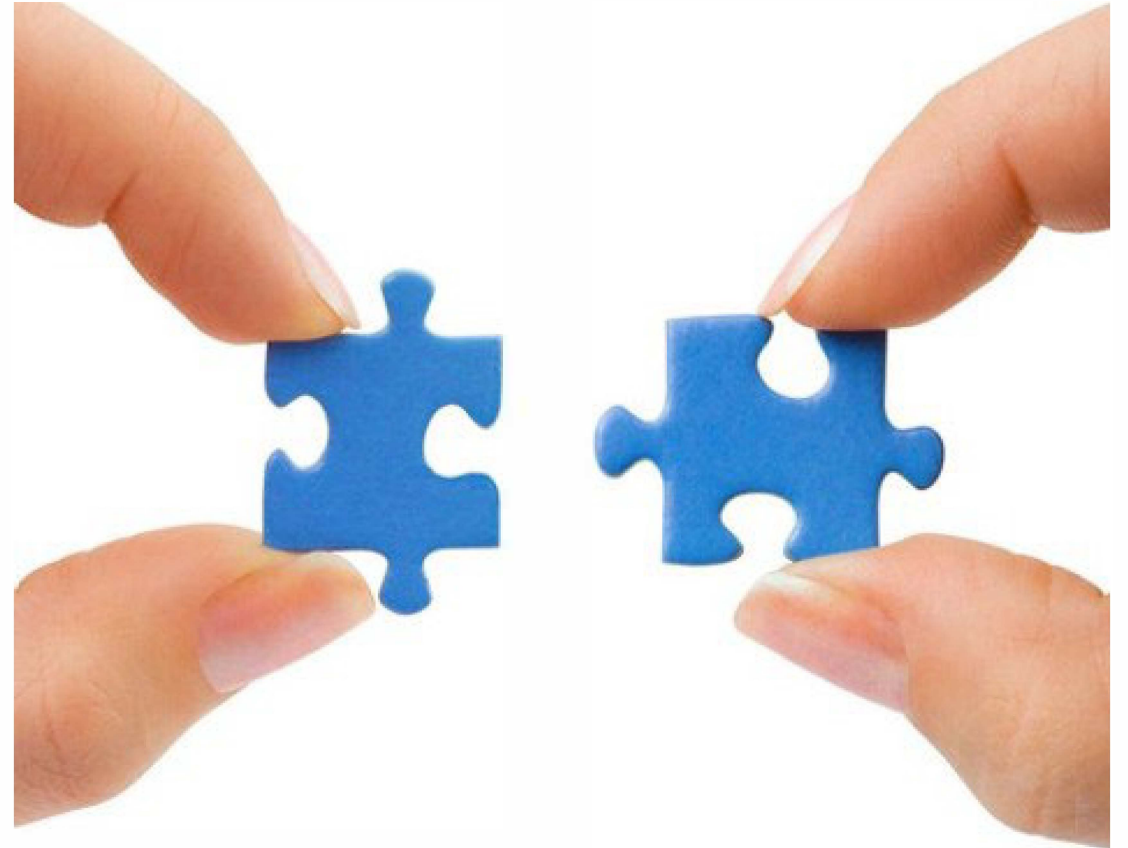




# FHA: Explaining the “Nexus”

If it is not obvious, then the person requesting a reasonable accommodation or structural modification needs to explain to the housing provider what the “nexus” is between their disability and the specific accommodation or modification they requested.

This means that the person needs to explain why they need that specific accommodation or modification due to their disability (for example, how are the circumstances impacting their disability, how will their disability benefit from the accommodation or modification, etc.).



# FHA: Documentation of Disability & Need

A housing provider **may not** ask a tenant to provide:

- their diagnosis
- access to their medical records
- access to medical providers
- extensive documentation of their disability.

If a tenant's disability is not visibly obvious or the disability-related need is not obvious, then a housing provider **may** require documentation which:

- verifies the tenant is disabled and;
- explains why the tenant needs the accommodation or modification due to their disability.

This documentation can be provided by a social worker, doctor, mental health professional, or other reliable third party who knows about the individual's disability.



# FHA: Unlawful Retaliation

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It is unlawful for a housing provider to:

- Coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of them having exercised or enjoyed any right granted or protected under the Fair Housing Act
- Intimidate or threaten any person because that person is engaging in activities designed to make other persons aware of, or encouraging such other persons to exercise, rights granted or protected under the Fair Housing Act
- Retaliate against any person because that person has made a complaint, testified, assisted, or participated in any manner in a proceeding under the Fair Housing Act



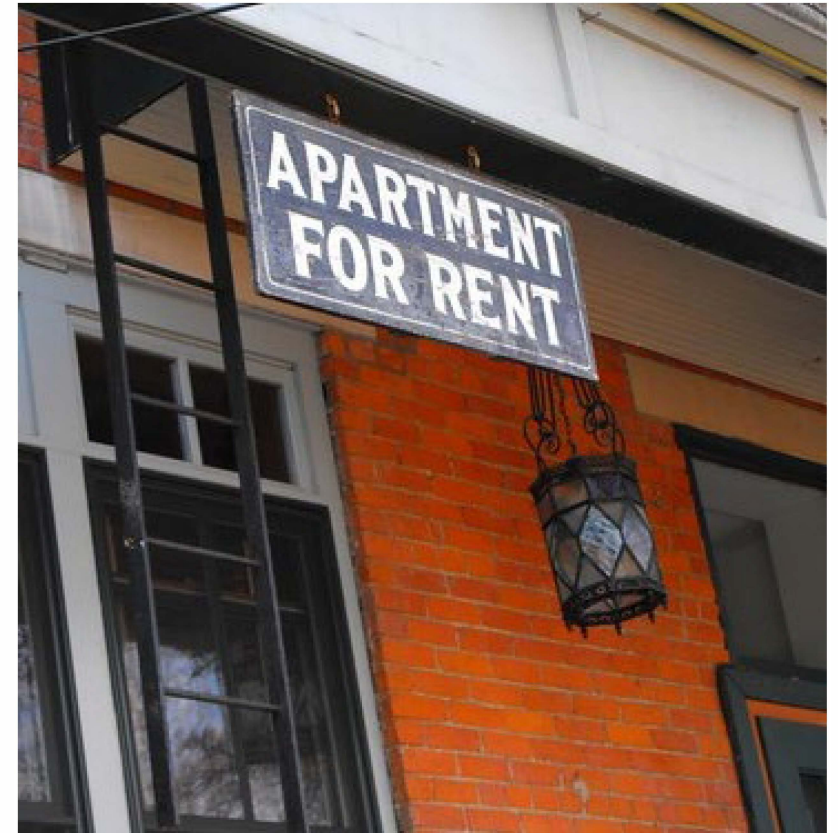
# Section 8 Housing Choice Voucher Program

The Section 8 Housing Choice Voucher Program (commonly referred to as “Section 8”) helps people with low incomes rent on the private rental market by paying a portion of the rent.

In Texas, private housing providers are not required to accept vouchers.

Developments with federal and local funding cannot reject a prospective renter because they have a housing voucher.

On May 13, 2021, the San Antonio City Council passed an Ordinance which created a “Housing Voucher Incentive Policy” that requires housing providers receiving incentives from the City to accept housing vouchers as a source of income for the payment of rent from otherwise qualified applicants.



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# Fair Housing Council's Services

The Fair Housing Council of South Texas is a private, non-profit 501(c)(3) corporation founded in September 1996 to promote fair housing and eliminate discriminatory housing practices in South Texas in areas that include:

- rental housing
- mortgage lending
- zoning/land use
- real estate sales
- homeowner's insurance
- appraisals

With funding under HUD's Fair Housing Initiatives Program, the Fair Housing Council maintains an office in San Antonio, Texas (Bexar County) but has expanded its service area to include:

- ◆ Atascosa
- ◆ Duval
- ◆ Hidalgo
- ◆ Kerr
- ◆ McMullen
- ◆ Val Verde
- ◆ Bandera
- ◆ Edwards
- ◆ Jim Hogg
- ◆ Kinney
- ◆ Medina
- ◆ Webb
- ◆ Brooks
- ◆ Frio
- ◆ Jim Wells
- ◆ Kleberg
- ◆ Nueces
- ◆ Willacy
- ◆ Cameron
- ◆ Gillespie
- ◆ Karnes
- ◆ La Salle
- ◆ Real
- ◆ Wilson
- ◆ Comal
- ◆ Gonzales
- ◆ Kendall
- ◆ Live Oak
- ◆ Starr
- ◆ Zapata
- ◆ Dimmit
- ◆ Guadalupe
- ◆ Kenedy
- ◆ Maverick
- ◆ Uvalde
- ◆ Zavala

# Fair Housing Council's Services

The Fair Housing Council of South Texas' services include:

- **Complaint Investigation**—Our staff conducts preliminary investigations of housing discrimination complaints filed by consumers. This preliminary investigation may consist of:
  - ◆ gathering evidence (notices, photos, texts, emails, etc.)
  - ◆ interviewing witnesses
  - ◆ conducting systemic surveys of tenants (via mail)
  - ◆ monitoring the advertising of the housing provider
  - ◆ conducting research on the housing provider
  - ◆ coordinating tests at the housing provider's site/facility
- **Testing**—Our staff conducts undercover testing investigations of landlords, leasing agents, realtors, and lenders to determine if they are discriminating against housing consumers.



# Fair Housing Council's Services

- **Advocacy with HUD Complaints**—Our staff helps victims of housing discrimination file administrative complaints with the U.S. Dept. of Housing and Urban Development (HUD).
- **Advocacy with Reasonable Accommodations or Modifications**—Our staff brainstorms possible reasonable accommodation or modification requests to resolve a consumer's housing problem and helps submit the request to their housing provider.
- **Education & Outreach**—Our staff conducts various education and outreach activities including:
  - ◆ in-person or virtual trainings
  - ◆ exhibitor tables at community events
  - ◆ mailouts of educational materials
  - ◆ educational social media posts



# Fair Housing Council's Services

- Complaint Costs—our services are FREE to consumers
- Eligibility—there are NO income restrictions or citizenship requirements; our services are open to every person living in our service area which consists of the following Texas counties:
  - ◆ Atascosa      ◆ Duval      ◆ Hidalgo      ◆ Kerr      ◆ McMullen      ◆ Val Verde
  - ◆ Bandera      ◆ Edwards      ◆ Jim Hogg      ◆ Kinney      ◆ Medina      ◆ Webb
  - ◆ Bexar      ◆ Frio      ◆ Jim Wells      ◆ Kleberg      ◆ Nueces      ◆ Willacy
  - ◆ Brooks      ◆ Gillespie      ◆ Karnes      ◆ La Salle      ◆ Real      ◆ Wilson
  - ◆ Cameron      ◆ Gonzales      ◆ Kendall      ◆ Live Oak      ◆ Starr      ◆ Zapata
  - ◆ Comal      ◆ Guadalupe      ◆ Kenedy      ◆ Maverick      ◆ Uvalde      ◆ Zavala
  - ◆ Dimmit
- Filing a Complaint—Call our office at (210) 733-3247, ext. 101 or send an email to [info@fairhousingtx.org](mailto:info@fairhousingtx.org)



# Contact Our Office for Assistance

Fair Housing Council of South Texas  
4414 Centerview Drive, Suite 229  
San Antonio, Texas 78228

Ofc: (210) 733-3247, ext. 101  
Fax: (210) 733-6670

Email: [info@fairhousingtx.org](mailto:info@fairhousingtx.org)

Facebook: [www.facebook.com/FairHousingTX](https://www.facebook.com/FairHousingTX)

Instagram: [www.instagram.com/FairHousingTX](https://www.instagram.com/FairHousingTX)

Twitter: [www.twitter.com/FairHousingTX](https://www.twitter.com/FairHousingTX)

Website: [www.fairhousingtx.org](http://www.fairhousingtx.org)



**THANK YOU!**

