

November 7, 2014

Sunset Commission
P.O. Box 13066
Austin, TX 78711

RE: Texas Workforce Commission, Civil Rights Division (TWCCRD)

Dear Commission:

This letter is in reference to my housing and disability discrimination complaint being investigated by the above listed office. (Christine Shelton v. The Orchard at Westchase, TWCCRD #2140229-HU; HUD #06-14-1102-8)

My initial referenced complaint was filed with the Greater Houston Fair Housing Center. Ms. Cathy Lee-Calunga, Fair Housing Specialist (FHS) is representing me in my complaint. Ms. Calunga can be reached at 713-641-3247. Presently, my discrimination complaint is being investigated by Alfredo Nevarez, Civil Rights Investigator (CRI) of the TWCCRD. He can be reached at 512-463-2642. All verbal conversation from the CRI is supposed to be conversed through Ms. Calunga, who in-turn informs me of what was stated as well as requests for any additional information. Proposed conciliation agreement was received by Ms. Calunga on September 24, 2014 and mailed to me on the same day. CRI contacted Ms. Calunga on September 25, 2014 to request the agreement be returned back to him on September 25, 2014. Ms. Calunga then called me to inform me of the CRI's request to have it returned on this day. I waited for the mail to be delivered and when conciliation agreement arrived I proceeded to Ms. Calunga's office.

Upon arriving, I reviewed the undated conciliation agreement with Ms. Calunga. I refused to sign the conciliation agreement based on main items B, C, and #7. I also questioned the validity of items A and E as written. Listed below are my reasons for not signing the conciliation agreement:

A. I did not agree to termination of my lease upon written 30-day notice because I had no lease--I was on a month-by-month basis per Ms. Henderson as informed to me by Ms Rodriguez on July 2, 2014. My lease ended on June 30, 2014 when Property manager, Hettig Management, and owners of The Orchard at Westchase (OWC) made the decision not to renew my lease. Due to my contacting the City of Houston Health Department (COHHD), regarding illegal drug fumes entering my apartment. On July 1, 2014, Melinda Rodriguez, Senior Counsel with COHHD, visited my apartment. While in my apartment, Ms. Rodriguez stated she did smell the drug fumes and saw all three smoke detectors lights blinking on and off. According to the Houston Fire Department and the Silent Night Manufacturer, smoke detector light blinks on and off when smoke and/or drug fumes are present. Upon leaving my apartment, Ms. Rodriguez then visited with the OWC property manager. On July 2, 2014, Ms. Rodriguez informed me by telephone that I am on a month-to-month rental basis (per OWC property manager). I am still awaiting a copy of Ms. Rodriguez's write-up about her visit. Ms. Rodriguez can be reached at 832-393-4869. On June 12, 2014, I spoke with the OWC property manager and submitted a memo stating I had not received notification to renew my lease. In my conversation with the property manger, she said, "You didn't receive a renewal notice, because everything you said is detrimental to your health. We don't know if we are going to renew your lease. I will contact you on June 20, 2014, to let you know if we will renew your lease". To date, the OWC property manager still has not contacted me to discuss the non-renewal of my lease.

NOTE: In the October 10, 2014 meeting with CRI Mr. Nevarez, FHS Ms. Calunga, two GHFHC workers, and myself, the CRI said he has a letter from Ms. Rodriguez. Numerous times I have requested a written statement of Ms. Rodriguez's July 1, 2014 findings, referencing her visit to my apartment and any remarks made by the OWC property manager, but I can not get a response from COHHD. It was my complaint to COHHD that generated a visit by Ms. Rodriguez and not due to the OWC property manager.

I had no problem in giving OWC property manager a written 30-day notice to vacate the property. But at the time, I was actively seeking another apartment: 1) whose management will accept my income, 2) is within the same range of rental cost in order to be affordable, and 3) is a safe dwelling area/complex. My only source of income is Social Security Disability (\$1279). On October 14, 2014, I received approval to lease at another complex. On October 31, 2014, I submitted to OWC a written notice to vacate my apartment on December 2, 2014.

NOTE: The new apartment is not a smoke free, not affordable housing, not senior/55 years and older, and not a tax credited facility. Since I do not have a choice, I know I will be around regular cigarette smoking. I am hoping and praying no regular cigarette and illegal drugs smoke/fumes will enter into my apartment.

B. I did not agree to vacate the premises on or no later than October 31, 2014, because the timeframe was unrealistic. At that time, I had no place to move to--I was still trying to locate an apartment. During the past weeks/months I had personally visited many apartment complexes, as well as made numerous phone contacts to others, and was told by leasing offices that I do not have enough income to qualify. At other similar Senior/55+ complexes, where most often my income qualifies, there is currently a 2 to 5 years waiting list for 1-bedroom residency. For the majority, gross income requirement for leasing an apartment, affordable housing, and some tax credit facilities are 2 - 3.5 times the amount of rent.

C. I did not accept respondents' payment of \$600.00 to be paid to me for a moving company services, on or before October 13, 2014, because I was still searching for an apartment.

NOTE: In the October 10, 2014 meeting with CRI Mr. Nevarez, FHS Ms. Calunga, two GHFHC workers, and myself, the CRI informed us that respondents took back the \$600.00 payment offer (per conciliation agreement) for moving company services. No financial assistance will be provided to me for my forced move. Presently, I am still trying to come up with the money for all of my relocation expenses.

E. I did not accept respondent stating that my deposit would be returned when I vacate the property because it did not specify an actual time frame (i.e., 1 week, 2 weeks).

NOTE: In the October 10, 2014 meeting with CRI Mr. Nevarez, FHS Ms. Calunga, two GHFHC workers, and myself, the CRI stated respondent has agreed to return \$200.00 deposit on January 14, 2015, if there is no damage to the apartment when I vacate.

7. I did not agree to relinquish my rights to sue. This is based on the fact that prior to my lease not being renewed, I have not violated any portions of the OWC lease agreement. I have never been late on my rent, nor do I cause any problems with other residents/OWC leasing office. Now that I am on month-to-month basis, I am still not violating any portions of the OWC lease. I still pay my rent on time and do not disturb my neighbors/OWC leasing office.

NOTE: In the October 10, 2014 meeting with CRI Mr. Nevarez, FHS Ms. Calunga, two GHFHC workers, and myself, the CRI said that respondents will not remove item 7, stating I agree not to sue. I replied to CRI that I would not sign the agreement and told him my reasons again why, as listed in #7 above. CRI agrees with respondents to leave this item in and remove my rights to sue.

On April 8, 2013, I met with OWC leasing agent, Dianne Parker, to complete and submit application, along with required application and deposit fees. Ms. Parker misled me by informing me I would be in a building (Building 3) designated as smoke-free, specifically no in-door smoking (apartments, hallways, and include balconies and patios). Building 3 being designated as non-smoking, per lease agreement, was my main reason for renting this apartment. My application was approved for residency in this affordable housing and tax credit facility for senior citizens 55 years and older. The lease contract began on June 27, 2013 and ended June 30, 2014. Per Apartment Lease Contract, item #10, Special Provisions, "Building 1 & 3 and the 1st and 2nd floors of Building 2 are non-smoking areas. Smoking is prohibited except in designated areas".

During the application process, Ms. Parker inquired why I wanted to live at OWC. I explained how I had been in a horrendous car wreck on December 13, 1989, sustaining very severe injuries to left side of my face (including left eye that was cut open and blinded), and since then I have suffered with Multiple Chemical Sensitivities (MCS). Also, I informed her of my current place of residency being drug infested. I wanted to live away from drug fumes entering my apartment and live in a healthy breathing environment. I told her that drugs were done day and night, 24/7, at my complex. Ms. Parker assured me I would not have that problem here--I had no reason to not believe her. Though I suffer with MCS, I do not live in a bubble or in an enclosed sterile environment. I am not required to wear any special breathing apparatus nor do I wear a head-to-toe protective suit to survive. Like others, I can breathe outdoor air like every other human being and function as a normal person. I walk, talk, sit, run, and laugh just like a regular person. I drive my vehicle in the same traffic as all other drivers. Also, like those who have food allergies, I know which foods to avoid eating to deter a reaction. Adverse reactions begin when strong irritants are present in an enclosed environment.

NOTE: Just 3 days later, on April 11, 2013, the same leasing agent informed my sister (whom I brought over to apply for residency and as I sat and listened in the same room with them) that she would not rent her an apartment in Building 3, because she was a smoker. Also, that they (OWC) were dealing with an issue about a smoker. At the time, I was not aware the agent was speaking of Building 3. However, I found out on June 30, 2013, my 1st night in my apartment, that the person the leasing agent spoke about was in the apartment (#3203) directly across the hall in front of me.

I moved into my apartment on June 29, 2013. During the very early morning hours of June 30, 2013, my 1st night in my apartment, as mentioned in note above, I learned that the smoker Ms. Parker spoke of (on April 11, 2013) was the resident in apartment #3203, directly across the hall in front of me. (Please note that my air conditioning was turned ON.) I was awakened a little after midnight to drug fumes. I could not believe it. I quickly ran to open the balcony door to go outside for fresh air, but the balcony door was jammed/stuck and I was unable to open it. I then ran to my front door to evacuate the building, but immediately was met with fumes so strong that I knew I could not make it to the elevator before collapsing. So, quickly I closed the front door and ran back the bedroom...shutting off the air conditioner, turning on the fans, opening and sitting next to the bedrooms windows. Not only was resident in #3203 a regular cigarette smoker but also an illegal drug user, and a very good/close friend of the three OWC leasing office personnel. This resident finally moved to a smoking-designated apartment within Building 2 during the 2nd and 3rd weeks of September 2014. (Yet, in October 2014, OWC leasing office rented apartment #3203 to another smoker.)

The only thing I am guilty of is informing OWC leasing office, Hettig Management, and President/CEO of illegal drug fumes/regular cigarette smoke entering my apartment, making each aware of the OWC lease not being enforced, and of my severe Multiple Chemical Sensitivities (MCS) reactions to the fumes. I know of at least 10 tenants in Building 3 who have been written up for smoking violation of the OWC lease. A couple of those tenants have moved. Other tenants have complained about the fumes before I did and they are not being discriminated against. At times, I fear for my life for certain individuals are so angry with me, because I filed formal complaints. OWC leasing office tells their friends who are OWC residents everything, which in turn has caused me a hostile living environment. No business ethics or professionalism exhibited by OWC office personnel. Four times now, someone with a key has entered into my apartment while I was out. A television was broken, two radio station channels were switched to other stations, a doctor visit receipt was stolen, and items inside my apartment were rearranged and went through. Now someone is impersonating me, called my doctor, and attempted to get copies of my medical records on October 16, 2014. My doctors' nurse called me to ask which records I needed. I informed her I had not requested records. The nurse said a lady pretending to be me had called and made the request. I notified the Houston Police Department about this too. Also, I contacted all of my doctors. Now my records are red flagged not to be released. Some tenants who are friends with the leasing office staff watch my goings and comings. Family and friend who visit me have noticed these individuals as well.

OWC Property Manager, Traci Henderson, informed CRI investigator, Ms. Rodriguez, Adult Protective Services, Councilman Nguyen office staff, and others, that the reason for my MCS attacks are being caused by: 1) my balcony door and windows being normally open; 2) that my open balcony door and windows allows vehicle exhaust fumes from the Westpark toll way to enter, 3) that my open balcony door and windows, as well, allow smoke from the C&J Energy Services' employee designated smoking area to enter; 4) that the outside open air itself makes me sick. In response to this please note: 1) except for rain or cold weather periods, my balcony door and all 3 windows are open 24/7 to allow fresh air to come in to help air-out any internal building fumes that enter my apartment; 2) the Westpark toll way is too great of a distance away (approx. 435 ft.) from my apartment allowing for any vehicle fumes to dissipate before entering my apartment (if the toll way was so close, then tenants would be complaining of traffic noise--and they are not); 3) the C&J Energy Services' designated smoking area (address 3990 Rogerdale) did not open for business until the latter part of April 2014 with hours of operation being Monday - Friday, 8am - 5pm; they were not open for business on June 30, 2013 (date of my first reaction); this designated smoking area is also located too great of a distance (estimate 300 ft.) from my apartment, allowing for cigarette fumes to dissipate before entering my apartment: this designated smoking area is positioned at the lower level, far corner, of the employee parking garage (North-East corner) and is blocked by the upper level parking ramp and the OWC/C&J tall wooden fence; C&J Energy Services can be reached at 713-325-6000; 4) fumes enter my apartment from inside this building, thus it is impossible for the outside open air to make me sick--I am fine when there are no cigarette/drug fumes being generated within this apartment building; as well, I am outside many times in this OWC parking lot--neither the Westpark toll way, nor C&J Energy Services' designated smoking area, nor the outside open air make me have MCS reactions. I do also breathe air off-OWC property. It is a shame and unbelievable that Mr. Nevarez, Ms Rodriguez, Adult Protective Services personnel, Councilman Nguyen staff and other professionals, have blindly accepted Ms. Henderson's quick, unproven assessments as basis for dismissing my case/complaint.

NOTE: In the October 10, 2014 meeting with CRI Mr. Nevarez, FHS Ms. Calunga, two GHFHC workers, and myself, I made two requests. First request was while we stood outdoors in front of my apartment building, and I pointed to the toll way and asked the CRI if he could smell vehicle exhaust fumes. He replied, yes. Ms. Calunga, the two GHFHC workers, and myself did not smell any vehicle exhaust fumes. My second request was to walk over to C&J Energy Services to view the employee designated smoking area. Right before we got to the designated area, CRI said he smelled gas when we approached some green colored metal pipes. No one else smelled gas but him. Upon arrival in front of the smoking area, I asked CRI if he could smell cigarette smoke, see my apartment from the smoking area, and asked how does the smoke get into my apartment from this location. CRI said he did not smell any smoke or see my apartment, and refused to address how cigarette smoke could get to my apartment from this location. From the smoking area we proceeded to C&J Energy Services to speak with Lisa, the Office Manager. I had spoken to her prior to get permission to enter their property. The receptionist called for Lisa to come to the lobby to meet with us. Ms. Calunga, two GHFHC workers, and the CRI introduced themselves. CRI inquired about gas pipes. The manager asked the CRI which pipes he was speaking about. CRI replied, the green pipes and their location. Linda informed him those were sewage pipes. The interview that followed when we returned back to OWC was horrible and very insulting to me. As evident and witnessed by Ms. Calunga and two GHFHC workers, the CRI was totally biased toward OWC, was purposefully misquoting (writing down) my responses to his questions, unwilling to act in fairness with the investigation when called out to do so by Ms. Calunga and two GHFHC workers.

It would be so beneficial to have an investigation be conducted on the Texas Workforce Commission, Civil Right Division. Something is very seriously wrong with this division. My first transaction with this office was in 2013, TWCCRD #2130197-HU; HUD #06-13-0989-8, a housing and disability discrimination complaint as well. It was handled so unprofessionally and inappropriately. CRI, Michael A. Campos, pitifully handled my complaint, determining no cause. This is my second housing and disability complaint that is being mishandled by this division. Exact same things are happening all over again: investigators continue to show inability to perform their assigned job functions and tasks; constantly exhibiting favoritism, conducting inadequate investigations, are out right discriminate and prejudice toward me the

complainant; and reporting untruths. There is no neutrality being shown at all to the complainant. This needs to stop. These investigators need to perform the jobs they are being compensated to do by the state. If they choose not to abide by written policies, procedures, regulations, rules, and job descriptions, then it may be time for a reassignment to a position where these items are not required, or termination of employment.

Any assistance you are able to provide to have this division be restructured/reorganized, retraining of staff, to prevent mishandling of complaints filed with them is greatly appreciated. If you have any questions, please call me at . Thank you in advance for continuing to review my concerns.

Sincerely,

A handwritten signature in cursive script that reads "Christine Shelton".

Christine Shelton