



Fair Housing for Tenants with Disabilities:

Understanding Reasonable Accommodations
and Reasonable Modifications

2005 Updated Edition

■ A GUIDE

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and Reasonable Modifications

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NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES
NORTH CAROLINA HOUSING FINANCE AGENCY
SCHOOL OF GOVERNMENT AT THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL
REASONABLE ACCOMMODATION STUDY GROUP

To request a copy of this publication, contact the N.C. Housing Finance Agency,
P.O. Box 28066, Raleigh, NC 27611-8066. Telephone (919) 877-5700.

The document, along with some of the referenced material,
is also available on the NCHFA website at <http://www.nchfa.com/forms/index.aspx>
under the Rental Developers, Owners and Managers Section, Reasonable Accommodation.

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Although this Guidebook contains legal information as well as recommendations for policies and practices, it is intended only as a reference. Landlords must use their best judgment in deciding how to implement reasonable accommodation and modification procedures. Individual cases and circumstances vary widely, and the law is always subject to change through legislative or judicial action. This Guide is not intended to serve as a substitute for legal advice or to establish any lawyer-client relationship.

REASONABLE ACCOMMODATIONS STUDY GROUP

The ad hoc Reasonable Accommodation Study Group, sponsored by the Elderly Housing Rights and Consumer Protection Program, developed the original version of this Guide, entitled *Reasonable Accommodation for Residents with Mental Illness or Substance Abuse Problems*, in 1995. Membership of the Study Group included housing providers, service providers, attorneys, and advocates for persons with mental illness and for low-income tenants.

The Guide's initial purpose was to address issues involved in making reasonable accommodations for tenants and applicants with mental illness or substance abuse problems. The Study Group believed it was possible to create policies and procedures that satisfy the intent of the law without subjecting either landlords or persons with disabilities to undue burdens. During the past ten years, this has proved to be true and the Guide has been a valuable tool.

This update widens the original scope by making the Guide applicable to tenants with all types of disabilities. It includes a new section on reasonable modifications as well as references to relevant court decisions covering the past ten years. Representatives of the following contributed generously to the development of this edition of the Guide and provided valuable feedback on it:

- Apartment Association of North Carolina,
- Center for Universal Design at the College of Design, NC State University,
- Hatch, Little & Bunn, L.L.P.,
- North Carolina Fair Housing Center,
- North Carolina Human Relations Commission,
- North Carolina Justice Center.

Numerous other organizations and individuals also provided input and assistance in revising this document. The sponsors of this Guide wish to extend a special appreciation to the Justice Center for their role in drafting the original document.

INTRODUCTION

The inclusion of persons with disabilities under the protections of the Fair Housing Act in 1988 and the passage of the Americans with Disabilities Act in 1990 provided persons with disabilities similar protections to those given to racial minorities in the preceding decades. These are first and foremost civil rights laws. Like our statutes outlawing discrimination based upon race, they were enacted to remedy a long history of exclusion and unequal treatment based upon prejudice and reinforced by public policy, law and practice. The four antidiscrimination laws governing housing issues in North Carolina are collectively known as “fair housing laws”.

Americans know that racial discrimination is illegal, but almost 20 years after the passage of the Fair Housing Amendments Act only half of Americans know that it is illegal for landlords to refuse to make reasonable accommodation for persons with disabilities or to refuse to permit reasonable modification to a housing unit.¹

Persons with disabilities face numerous obstacles to securing housing, ranging from architectural barriers to economics and personal history. Fair housing laws recognize these barriers and include important mandates that, if understood and put into practice, will expand housing choice and opportunity for people with disabilities.

Fair housing laws prohibit discrimination against people based on their race, color, religion, national origin, sex, familial status, or disability. For persons with disabilities fair housing law goes a step further, making it illegal to:

- fail to make reasonable accommodation in rules, policies, and services to give a person with a disability equal opportunity to occupy and enjoy the full use of a housing unit and
- fail to allow reasonable modification to the premises if the modification is necessary to allow full use of the premises.

Determining what is a reasonable accommodation or a reasonable modification requires a balancing of interests and a case-by-case judgment as to what is “reasonable”. Because none of the laws define which accommodations or modifications are “reasonable”, this Guide includes numerous examples which illustrate the standards the courts use in determining what is reasonable. Most are taken from actual cases. In addition, the Guide includes a statewide list of legal, housing, and community resources (see Appendix C) to help tenants and landlords handle issues that arise in assessing and addressing the issue of reasonableness.

¹ M. Abravenel and M. Cunningham, How Much Do We Know: Public Awareness of the Nation's Fair Housing Laws, Urban Institute (Washington, DC, 2002), p.ii.v.

FAIR HOUSING LAW

Three federal laws and one North Carolina state law specifically prohibit housing discrimination against rental applicants or tenants because of a disability.

The federal laws are:

1. the Fair Housing Act of 1968 as amended in 1988 (“Fair Housing Act”), which prohibits discrimination based on race, color, religion, national origin, sex, familial status, or disability and requires landlords to make reasonable accommodations and modifications for tenants with disabilities;
2. the Americans with Disabilities Act (“ADA”), enacted in 1990, which prohibits discrimination on the basis of disability in government-funded programs, including housing programs (Title II), as well as public accommodations (Title III) which means that rental offices and other on-site business locations used by the public must be accessible to persons with disabilities; and
3. Section 504 of the Rehabilitation Act of 1973 (“Section 504”), which prohibits discrimination in federally funded housing programs.

The North Carolina law is:

4. the State Fair Housing Act, which is substantially equivalent to the federal Fair Housing Act.

Depending on when a unit of rental housing was built and whether its construction was funded from certain federal sources (see box on page 13), some or all of the fair housing laws mentioned above may apply. While other laws and local ordinances also may apply, this guidebook is intended to inform readers of the rights provided to tenants with disabilities by these fair housing laws, and their reasonable accommodation and modification mandates.

Figure 1 presents an overview of the laws relating to illegal housing discrimination against persons with disabilities and defines the specific housing types for which each one is applicable.

Figure 1: Federal and State Laws Prohibiting Discrimination in Housing against People with Disabilities

Law	Housing Covered	Types of Practices Which Are Prohibited or Required	Definition of Person with a Disability (Handicap)
Fair Housing Amendments Act 42 U.S.C. § 3601 et seq. (federal)	All types of "dwellings" that are designed or used as a residence, and any land or vacant property that is sold or leased as residential property. Does not apply to: 1. Rental dwellings of four or less units, when one unit is occupied by the owner. 2. Single family homes sold or rented by the owner without the use of a broker or discriminatory advertising. 3. Housing owned by private clubs or religious organizations that restrict occupancy in housing units to their members.	1. Cannot discriminate in renting, selling, imposing terms and conditions, advertising, asking questions, or blockbusting (implying that people of a designation are entering the community in large numbers). 2. Must provide reasonable accommodations at the landlord's expense. 3. Must allow reasonable modifications at the tenant's expense	Persons who: 1. Have a physical or mental impairment substantially limiting one or more major life activities, including caring for one's self, walking, seeing, hearing, speaking, breathing, working, performing manual tasks, and learning. 2. Have a history of a physical or mental impairment substantially limiting one or more major life activities. 3. Are regarded as having a physical or mental impairment substantially limiting one or more major life activities.
Chapter 41A of N.C. General Statutes (state)	All housing, including common areas, except: 1. Owner-occupied, "single family" housing (up to 4 units). 2. Owner-occupied boarding houses. 3. Private clubs, operating for commercial purposes.	1. Cannot discriminate in the terms, conditions, or privileges of a real estate transaction or provision of facilities. 2. Cannot refuse to make reasonable accommodations to rules, practices, policies, or services. 3. Cannot refuse to allow the tenant to make reasonable modifications.	Same as above
Titles II and III of the Americans with Disabilities Act (federal)	Title II applies to housing provided by state and local governments and their entities, including public housing authorities, regardless of whether they receive federal funds. Title III applies to public entities, such as commercial facilities and common areas of rental housing.	1. Cannot deny qualified individuals the opportunity to participate in or benefit from federally funded programs, services, or other benefits. 2. Cannot deny access to programs (all operations of the housing agency), services, benefits, or opportunities to participate as a result of physical barriers. The housing provider is not required to take steps that it can demonstrate will cause an undue financial and administrative burden or change the fundamental nature of the program.	Same as above.
Section 504 of the Rehabilitation Act 29 U.S.C. § 794 (federal)	Any housing program or activity receiving Federal financial assistance or any housing program or activity conducted by any Executive agency of the U.S. government or by the United States Postal Service. See Box on Page 13 for definition of "Federal Financial Assistance".	1. Same as Title II and III of the ADA. 2. 5% of units must be accessible for persons with mobility impairments and an additional 2% must be accessible for persons with visual or hearing impairments. 3. Reasonable modifications must be made at the expense of the housing provider.	Same as above.

Law	Accessibility Requirements	Is Current Illegal Drug Use Covered?	Is a History of Illegal Drug Use Covered?	Are Alcoholics Covered?
Fair Housing Amendments Act 42 U.S.C. § 3601 et seq. (federal) Accessibility requirements apply to all ground floor or elevator accessed units in all buildings with four or more units built for first occupancy after March 13, 1991	<ol style="list-style-type: none"> 1. Dwellings shall be designed and constructed to have at least one building entrance on an accessible route, unless it is impractical to do so because of terrain or unusual characteristics of the site. 2. Dwellings with a building entrance on an accessible route shall be designed in such a manner that the public and common use areas are readily accessible to and usable by handicapped persons. 3. Dwellings with a building entrance on an accessible route shall be designed in such a manner that doors are wide enough to allow passage by persons in wheelchairs. 4. Dwellings with a building entrance on an accessible route shall be designed and constructed such that all premises contain an accessible route into and through the unit. 5. Light switches, electrical outlets, thermostats, and other environmental controls must be in accessible locations. 6. Dwellings must contain reinforced walls in bathrooms to allow installation of grab bars around toilet, tub, shower stall, and shower seat, where such facilities are provided. 7. Dwellings must contain usable kitchens and bathrooms such that an individual in a wheelchair can maneuver about the space. 	No	Yes	Yes
Chapter 41A of NC General Statutes (state)	Same as above plus NC Building code requirements. ²	No	Yes	Yes
Titles II and III of the Americans with Disabilities Act (federal)	To be readily accessible, a facility must be able to be approached, entered, and used by individuals with disabilities. All properties subject to Title II constructed after January 26, 1993, must be in compliance with the Americans with Disabilities Act Accessibility Guidelines or the Uniform Federal Accessibility Standards. Title III requires that the rental office, other common areas and parking be accessible.	No	Yes	Yes
Section 504 of the Rehabilitation Act 29 U.S.C. § 794 (federal)	Properties must be "readily accessible" to persons with disabilities. Providers must ensure that individuals with visual, speaking, or hearing impairments can effectively communicate.	No	Yes, a person with a history of drug use who has been successfully rehabilitated, or someone who is participating in a drug rehabilitation program and is not currently using drugs illegally, is protected.	No, if alcoholism prevents an individual from participating in the program or poses a threat to the property or safety of others. Yes, otherwise.

² More information on NC Building Code requirements can be found in Accessible Multifamily Housing; Key Code Requirements from Volume 1-C (1999) of the North Carolina State Building Code by the Center for Universal Design at NC State University. Available at <http://www.design.ncsu.edu/cud> or <http://www.nchfa.com/forms/index.aspx>.

■ Determining Prohibited Conduct

Fair housing laws as they relate to tenants with disabilities prohibit the following actions:

1. discrimination in the rental of housing because of a handicap or disability of the renter or of a household member or person associated with the renter;
2. discrimination in the terms or conditions of rental or in the provisions of services or facilities because of a handicap or disability of the renter; and
3. inquiries to determine whether a person seeking to rent a dwelling unit has a disability.

■ Defining “Persons with Disabilities”

While this guidebook refers to persons with disabilities, the fair housing laws use the term “individuals with handicap”. Cases interpreting fair housing laws make clear that the terms have the same meaning. According to the laws, individuals with handicaps or persons with disabilities include those:

- with a physical or mental impairment that substantially limits one or more major life activities;
- with a record of having such an impairment; or
- regarded as having such an impairment whether they have the impairment or not.³

The following persons are **not** included in the definition of disability:

- persons currently engaging in the illegal use of a controlled substance;
- persons whose tenancy would constitute a “direct threat” to the health or safety of other individuals or whose tenancy would cause substantial physical damage to the property of others; and
- juvenile offenders and sex offenders, by virtue of that status.⁴

The term “handicapped person” is more broadly defined under fair housing laws than under regulations covering eligibility for federally subsidized housing programs (such as Section 811). For this reason, even if a person does not meet the definition of a person with a disability for the purposes of qualifying for a federally subsidized housing program, he or she could nonetheless be protected under fair housing laws.⁵

3 For FHHA, see 42 U.S.C. § 3602(h) and 24 C.F.R. § 100.201 (1994); for Section 504, see 29 U.S.C. § 706(7) and 24 C.F.R. § 8.3; and for the ADA, see 42 U.S.C. § 121-2 and 28 C.F.R. 35.104.

4 Joint Statement of the Department of Housing and Urban Development (HUD) and the Department of Justice: Reasonable Accommodations under the Fair Housing Act (Washington DC: May 17, 2004). Available at <http://www.hud.gov/offices/fheo/library/huddojstatement.pdf> or <http://www.nchfa.com/forms/index.aspx>.

5 In determining eligibility for federally assisted housing, a person with a disability is one who:

- (a) has a disability as defined under the Social Security Act;
- (b) has a developmental disability as defined by federal law; or
- (c) is determined to have an impairment that
 - i is expected to be of long-continued and indefinite duration,
 - ii substantially impedes the individual's ability to live independently, and
 - iii is of such a nature that the disability could be improved by more suitable housing conditions.

■ The Special Case of Illegal Substance Use and Alcoholism

CURRENT USE

Individuals who currently use illegal drugs are explicitly excluded from protection under all of the antidiscrimination laws, including Section 504 of the Rehabilitation Act, the Americans with Disabilities Act (ADA), the Fair Housing Amendments Act of 1988 (FHAA), and state law.

HISTORY OF ILLEGAL USE

Federal and state law distinguishes between individuals who are currently using illegal drugs and individuals who are not currently using illegal drugs but who have a history of addiction. Individuals who meet the Fair Housing Act definition of disability and are not currently using but have a history of illegal drug addiction are protected, by law, from discriminatory conduct. The laws are clear that an individual is protected if he or she is not using illegal drugs and (1) has successfully completed a rehabilitation program, (2) has otherwise been successfully rehabilitated, or (3) is participating in a treatment program or self-help group.

ALCOHOLISM

Persons with alcoholism are treated differently under Section 504 (see Figure 1) than under the Fair Housing Act and the ADA.

- HUD regulations for Section 504 explicitly exclude from its definition of “individual with handicap” anyone whose current alcohol use prevents that person from participating in federally funded housing programs (which includes meeting the terms of the lease) or whose current alcohol abuse would constitute a direct threat to property or the safety of others.
- The Fair Housing Act’s definition of an individual with a handicap includes alcoholism as a covered disability but provides a general exclusion for any individual whose tenancy would pose a direct threat to the health or safety of other individuals or whose tenancy would result in substantial physical damage to the property of others, provided reasonable accommodation could not eliminate the threat (see case #10 page 24).

DEFINING REASONABLE ACCOMMODATIONS

As opposed to modifications, which involve physical alterations to a property, the term “reasonable accommodation” refers to procedural changes such as changes in rules or policies. The mandate for making reasonable accommodations is found in both the Fair Housing Act, as amended, and Section 504 (see Figure 1).

The Fair Housing Act requires housing providers to make reasonable accommodations as outlined in 24 CFR 100.204 (a), which states:

It shall be unlawful for any person to refuse to make reasonable accommodations in rules, policies, practices or services, when such accommodations may be necessary

to afford a handicapped person equal opportunity to use and enjoy a dwelling unit, including public and common use areas.

The need for a reasonable accommodation may arise at the time a person is applying for housing, during the tenancy, or to avoid an eviction. It is the responsibility of the tenant to ask for a specific, reasonable accommodation whenever one is needed.

The law does not establish any clear threshold (financial, administrative, or otherwise) for determining what is reasonable, but it does specify that landlords are not required to provide an accommodation if it would impose an “undue burden” or result in a “fundamental alteration” of the nature of the housing program. An undue burden is an unreasonable financial or administrative cost, which is demonstrated by comparing the administrative and financial costs of regular operation, the overall financial resources available to the landlord, and the costs of making the accommodation.⁶ A fundamental alteration is an accommodation that would change the basic operation or nature of services provided by significantly modifying, eliminating, or adding to the services that a landlord provides. A request for reduced rent payments is not a reasonable accommodation.

■ Individuals With Visual, Speaking, or Hearing Impairments

Landlords must ensure that individuals with visual, speaking, or hearing impairments can effectively communicate with them. For example, a visually impaired person may need to have the rental application or other written documents read to them. Landlords should also be familiar with the Telecommunications Relay Service (TRS) which allows a deaf, hard of hearing, deaf-blind, or speech impaired individual to use special equipment to call to the 711 Relay Center, where a specially trained operator relays messages between the relay user using a text telephone or an assistive device and a hearing person using a standard telephone (see Appendix D).

■ Requests for Reasonable Accommodations

Upon receiving a request for a reasonable accommodation, the landlord should take the following three steps. If a landlord denies a request for reasonable accommodation, and the individual who made the request files a complaint, the landlord’s defense will rest upon proving that these steps were taken before the request was denied.

1. In requesting an accommodation the individual has disclosed that they have a disability. If the disability is not apparent, the landlord may ask for verification that the tenant has a disability as defined by the Fair Housing Act. No additional inquiry into the nature or extent of the disability, beyond establishing the need for the accommodation is allowed.
2. Establish that the accommodation is necessary. In other words, will the accommodation enable the person with the disability to have equal opportunity to

⁶ Shapiro v. Cadman Towers Inc., 51 F.3d 328 (2d Cir. 1995).

use and enjoy a dwelling unit, including public and common use areas.

3. Determine that the accommodation is reasonable, i.e. it would not impose an “undue burden” or result in a “fundamental alteration” of the nature of the housing program.

Once an accommodation is determined to be reasonable, the landlord cannot directly or indirectly impose on the tenant the expense of providing the accommodation. The landlord must bear this expense. Though not required, the recommended practice is to have requests for reasonable accommodations be made in writing.

■ Relevant Cases

#1 Ulah was shown a model apartment and subsequently leased an apartment that was smaller than the model. She began to suffer from claustrophobia. She was prescribed Xanax, but it did not abate the symptoms. Ulah verbally requested that she be allowed to move into a larger apartment, but management told her that doing so involved “too much paperwork.” Ulah submitted notice of intent to vacate due to illness, and management sued her for unpaid rent. The court determined that because management was given notice of Ulah’s disability but made no attempt to make reasonable accommodations, she was discriminated against in violation of the Fair Housing Act. *Manor Park Apts. v. Garrison*, 2005 Ohio 1891 (2005).

#2 Bruce, who suffers from an undisclosed mental illness, signed a one-year lease with an apartment complex, paying a portion of his rent and supplementing his payment with assistance from HUD. After living in his apartment for three days, his condition worsened, and he was hospitalized. His psychiatrist determined that it would be unsafe for Bruce to continue to live alone in the apartment, and Bruce sought to terminate the lease early. Bruce was assessed for the remaining rent and cleaning charges. The court determined that failure to allow for the early termination of a lease may constitute a failure to provide reasonable accommodations as required by the Fair Housing Act Amendments. *Samuelson v. Mid-Atlantic Realty Co.*, 947 F. Supp. 756 (D. Del. 1996).

#3 After Lisa and her son moved into their apartment, there were complaints from other residents that her son was disrupting their right to enjoy their homes due to his physical and verbal threats to other tenants. Lisa’s son had been diagnosed with Oppositional Defiant Disorder (ODD), which is a mental illness and disability under the Fair Housing Act. Management began eviction proceedings, despite requests for a reasonable accommodation of counseling for Lisa’s son, because management felt it would be unreasonable for the other tenants to have to bear repeated disruptions before counseling took effect. The mother agreed to provide eyes-on supervision and as well as obtain counseling for her son, but she failed to provide supervision. The court determined that when an effort for reasonable accommodations has been made but the tenant fails to meet them, that eviction is proper. *Housing Authority of the City of Bangor v. Maheux*, 748 A.2d 474 (Me. 2000).

#4 Toni suffers from oversensitivity to multiple chemicals, for which she receives Social Security disability payments. When Toni moved in, her landlords accommodated many requests—removing the carpet, cleaning with specified chemicals, cleaning the air ducts, and not repainting. The downstairs tenant used cleaning solutions that irritated Toni, and she

asked her landlords to evict her. The court ruled that the downstairs tenant's rights did not have to be violated in the name of reasonable accommodation. *Temple v. Gunsalus*, 1996 WL 536710 (6th Cir. 1996).

DEFINING REASONABLE MODIFICATIONS

A reasonable modification is a change in the physical arrangement of the interior of a housing unit, common spaces, or parking areas of rental housing covered by the Fair Housing Act. The landlord must allow physical modifications if they are “reasonable” and necessary for the tenant to enjoy and use the dwelling unit, common spaces, or parking areas.

■ Requests for Reasonable Modification

Upon receiving a request for a reasonable modification, the landlord should take the following three steps. If a landlord denies a request for reasonable accommodation, and the individual who made the request files a complaint, the landlord's defense will rest upon proving that these steps were taken before the request was denied:

1. In requesting a modification the individual has disclosed that they have a disability. If the disability is not apparent, the landlord may ask for verification that the tenant has a disability as defined by the Fair Housing Act. No additional inquiry into the nature or extent of the disability, beyond establishing the need for the modification is allowed.
2. Establish that the modification is necessary. In other words, the modification will enable the person with the disability to have equal opportunity to use and enjoy a dwelling unit, including public and common use areas.
3. Determine that the modification is reasonable, i.e. whether the modification is structurally possible, cost effective and will overcome the barrier.
4. Ensure that the modification will not damage the property or interfere with other tenants' use of their units or common spaces.

Though not required, the recommended practice is to have requests for reasonable modification be made in writing.

■ Who Pays for the Modification?

Three questions must be asked in order to determine who will pay for a reasonable modification:

1. If the property was developed, even in part, with federal funds (see section below), the landlord must pay for the modification, as long as it does not cause a significant financial or administrative hardship.

2. If a building was ready for occupancy for the first time after March 13, 1991, it is subject to the Fair Housing Act and must be physically accessible. If the modification requested is necessary because the building is out of compliance with the Fair Housing Act, owners are financially responsible for all expenses necessary to have the property meet these requirements.⁷ The fact that a building was approved by a local building inspector and received a Certificate of Occupancy does not prove that it meets Fair Housing Act requirements.
3. If the property did not receive funding from a federal source and meets the minimum accessibility requirements required by law, then the tenant can be required to pay for the modification.

Federal Financial Assistance defined

If a housing development is funded, even partially, with Federal sources or receives a donation of land from a federal source, Section 504 of the Rehabilitation Act applies. Some common sources of Federal financial assistance are:

- HOME
- Community Development Block Grants (including Section 108 Loans)
- Section 202 and 811 Supportive Housing for the Elderly or Persons with Disabilities
- McKinney-Vento Supportive Housing (permanent or transitional)
- USDA Rural Development Section 514, 515 and 538
- Public Housing Authorities
- Privately owned developments with federal project-based rental assistance.

Three common Federal programs do not trigger Section 504 regulations: Low-Income Housing Tax Credits, tax-exempt bonds and properties developed without federal funds that are rented with either Housing Choice Vouchers (Section 8) or Shelter Plus Care Assistance. However, most sources of direct or indirect federal funding do trigger Section 504.

■ Standards for Modifications

If the tenant is paying for the alteration, the landlord can require that the work be done properly, that it comply with all necessary building and architectural codes and that a certified contractor complete the work.

The landlord can also require that at the end of the tenancy the modification be removed and the unit restored to its original condition, but only if the modification will interfere with a future tenant's use of the unit. Many modifications, such as the installation of grab bars or widening doorways, do not interfere with a future tenant's use. If the alterations are substantial and the tenant cannot provide adequate assurances regarding payment for the restoration, the landlord can further require that a tenant pay into an interest-bearing escrow account. Any escrow agreement should be described in writing and signed by both the tenant and landlord.

⁷ Landlords should consult the North Carolina Housing Finance Agency's self-evaluation tool on Fair Housing Act Compliance, at www.nchfa.com/Forms/Forms/Rental/FHAEvalForm.PDF for more information.

■ Relevant Cases

#5 Todd has a child who uses a wheelchair. The bathroom door in the apartment is too narrow to permit the wheelchair to pass through it. Todd asks the landlord for permission to widen the doorway at his own expense. The landlord may not refuse to permit Todd to make the modification. Further, the landlord may not condition permission on Todd paying for the doorway to be narrowed at the end of the lease because a wider doorway will not interfere with the landlord's or the next tenant's use and enjoyment of the premises. 24 C.F.R. § 100.204(c).

#6 Hector and three other mobility impaired tenants asked their landlord to install a lift or ramp to enable them to enter and exit their apartment building without assistance. The estimated cost of installation ranged between \$25,000 and \$55,000. The court determined that even the low estimate of \$25,000 placed an undue burden on the landlord, especially because the building had been operating at a loss for three consecutive years. *Rodriguez v. 551 West 157th Owners Corp.*, 992 F. Supp. 385 (S.D.N.Y. 1998).

REASONABLE ACCOMMODATION AND MODIFICATION PROCEDURES

Accommodating tenants with disabilities requires flexibility and the application of good management techniques. The number of possible accommodations or modifications will be as numerous and diverse as the number of residents they assist. Many variations can be made to the suggestions below, and appropriate alternatives should be considered. Landlords should also draw upon outside experts and organizations that provide information and technical assistance (see Appendix C).

The first step, however, is creating an environment that is receptive to change, supportive of people with disabilities, open to a tenant's disclosure of a disability, flexible in discussing accommodations and modifications, and sensitive to relationships among tenants.

■ General Management Practices

All landlords should:

1. Make sure they understand their obligations under federal and state antidiscrimination laws.
2. Increase their awareness of disability issues. Disabilities come in many forms and affect each person differently.
3. Prominently display lists of community resources and contacts as well as information from supportive service providers.
4. Clearly communicate their expectations to the residents, both in writing and orally, at move-in and throughout the term of tenancy. Expectations should be clearly set out in the lease (and rules, if any).

5. Establish a process for handling requests for accommodations or modifications.
6. Not discuss the tenant's disability with other tenants or third parties without the tenant's specific written permission.

Decisions involving denying a request for a reasonable accommodation or modification should be made by senior management personnel or the property owner, not the site manager.

■ Admissions Policies

Landlords may not reject a prospective tenant's application because of his or her disability or factors relating to the disability. Landlords also may not use stereotypes to reject an applicant. A refusal based on concerns about the health and safety risk to others, for instance, should be based on documented past history of the person rather than on the landlord's judgment about possible future behavior. Landlords can refuse to rent to someone who either:

- fails to meet legitimate screening criteria, such as the financial ability to pay the rent, or
- who would pose a direct threat to the health or safety of other individuals or would result in substantial physical damage to the property of others (see page 25 for more information).

The vast majority of issues that arise in the screening process are handled without litigation, and thus case examples are not available. Two of these, poor credit and criminal history, are common barriers for many tenants, including persons with disabilities. Some frequent situations of disability-related credit concerns are shown in the following scenarios:

- Mary had a serious illness that interrupted her working life and resulted in bankruptcy.
- John had an untreated mental illness that created a period of uncontrolled spending, causing him to default on loans, pay bills late and hurt his credit history.

Similarly, a prospective tenant may have a criminal record as a result of their disability:

- Susan, who is in recovery from addiction to illegal drugs, was convicted in the past on drug charges.
- Samuel had an untreated mental illness that resulted in homelessness and convictions for trespassing, vagrancy and assault, all of which can be part of surviving on the streets.

All of the above are reasons to consider making a reasonable accommodation.

Landlords should follow these steps to determine what is a reasonable accommodation in the tenant screening process:

1. In requesting an accommodation the individual has disclosed that they have a disability. If the disability is not apparent, the landlord may ask for verification that the tenant has a disability as defined by the Fair Housing Act. No additional inquiry

into the nature or extent of the disability, beyond establishing the need for the accommodation, is allowed.

2. Establish that the accommodation is necessary. In other words, the issue causing concern is a result of the individual's disability and the accommodation will enable the person with the disability to have equal opportunity to use and enjoy a dwelling unit, including public and common use areas.
3. Determine that the accommodation is reasonable, i.e. it would not impose an "undue financial or administrative burden" or result in a "fundamental alteration" of the nature of the housing program.

Using the examples from the scenarios above, some circumstances that could warrant an accommodation in the application procedure may include:

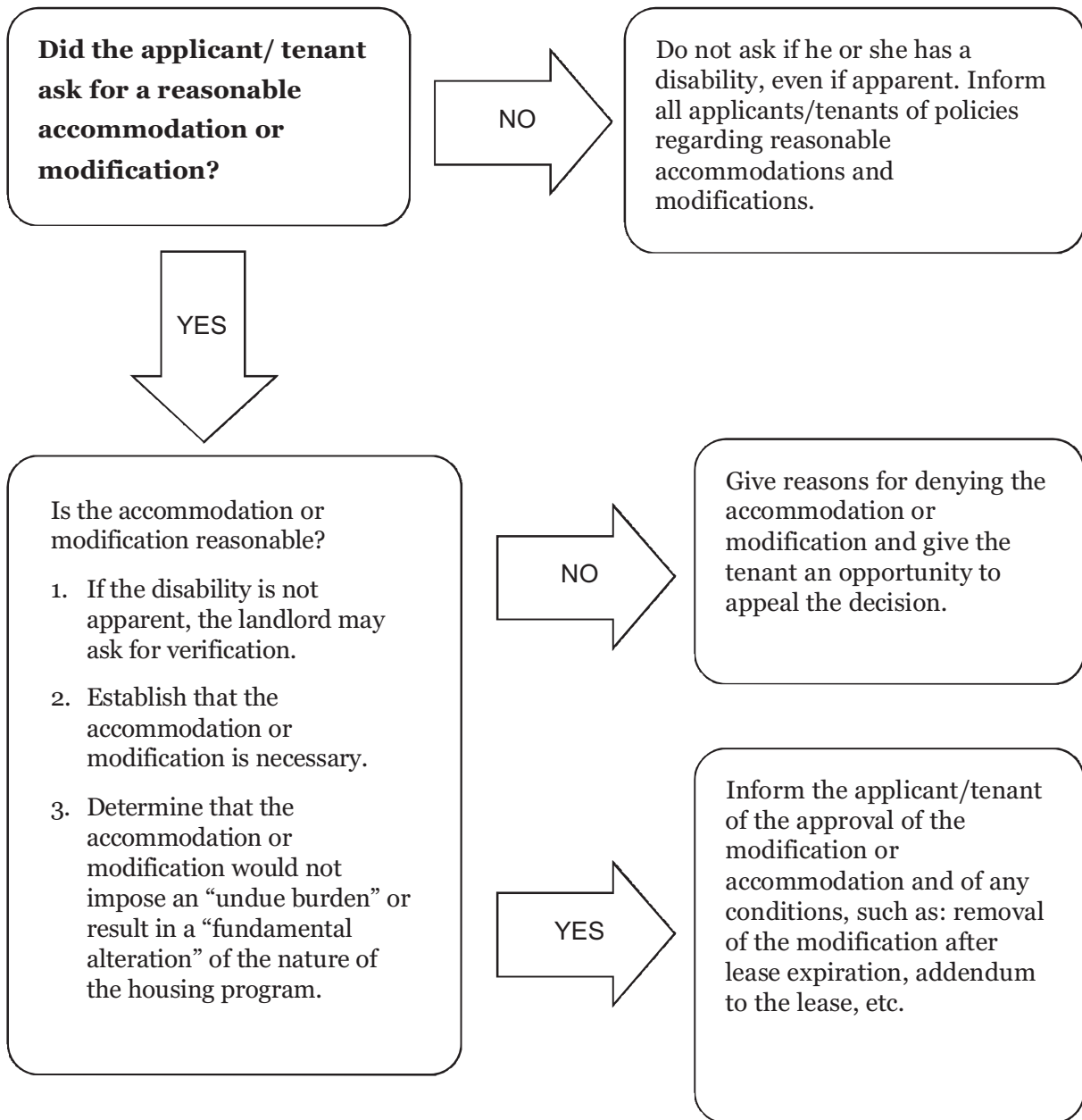
- After Mary declared bankruptcy, she has paid her bills on time;
- John is receiving psychological counseling for his mental illness and is in compliance with a repayment plan;
- Susan is no longer uses illegal drugs and has not been arrested since she completed substance abuse treatment; and
- Samuel has not been convicted of a crime since he began taking medications to treat his mental illness.

Unfortunately, the regulations and settled case law in this area are inadequate to provide useful guidance, therefore the illustrations above are not taken directly from a legal authority. (The standards for persons in recovery from illegal substance addiction are set out on pages 7 and 9.)

In considering requests for reasonable accommodations in the screening process, as elsewhere, the landlord must consider individual circumstances and facts. Before making an accommodation, landlords are within their rights to have assurances that issues from the tenant's past have been adequately addressed. The requested accommodation must be reasonable, i.e. it will not cause an undue financial or administrative burden or result in a fundamental alteration of the nature of the housing program. The landlord does not have to waive the protective policy entirely, but can accommodate an applicant by modifying it for the situation. In the case of poor credit, if the period of paying bills on time has been too short to establish a pattern of financial responsibility, the tenant may be asked to have a co-signer for the initial term of their lease until they can demonstrate their ability to pay rent on time. In the case of a past criminal history a lease addendum could clearly state that criminal activity in violation of the lease will lead to eviction proceedings.

No person comes with a guarantee that they will be a good tenant, but a thoughtful and well documented reasonable accommodation process can both protect the landlord from undue risk and allow the tenant with a disability access to housing.

Figure 2: Reasonable Accommodations or Modifications Flow Chart



■ Questions During the Application Process

A prospective tenant does not have to disclose a disability unless he or she is seeking a reasonable accommodation. Even if the disability is apparent, the landlord should not ask about it. If the applicant discloses a disability, the landlord may then ask follow-up questions but only to the extent necessary to determine the reasonableness of a particular accommodation.

The landlord must be careful to ask the same questions and apply the same screening criteria to all potential tenants and to ensure that the questions asked do not have the effect of probing for information that relates to a disability. For example, the landlord may not ask whether a person is capable of living independently. While it appears to be neutral, the question may have the effect of eliciting information about a disability.

WHAT QUESTIONS ARE LEGAL?

The following are examples of questions that landlords may ask regarding an applicant's ability to follow the terms of the lease:

1. Will the applicant pay rent and other fair charges in a timely manner?
2. Will the applicant care for and avoid damaging the unit and the common areas, use facilities and equipment in a reasonable way, create no health, safety or sanitation hazards, and report maintenance needs?
3. Will the applicant avoid interfering with the rights and enjoyment of others and avoid damaging the property of others?
4. Will the applicant avoid criminal activity that threatens the health, safety, or rights of others and avoid drug-related criminal activity?
5. Will the applicant comply with necessary and reasonable house rules, program requirements of HUD (if applicable), and health and safety codes?

WHAT QUESTIONS CANNOT BE ASKED?

Generally, it is illegal for landlords to ask:

1. whether an applicant has a disability;
2. whether an applicant has a particular type of disability;
3. questions about an applicant's disability;
4. any question, such as "Do you take any medications?" that would require an applicant to tell about his or her disability;
5. whether any member of the applicant's family or any friend or associate has a disability; and
6. whether the applicant has the ability to live independently or evacuate safely (see page 26).

Exceptions to the above rules include the following scenarios:

- If an applicant has applied for a housing program designated for individuals with disabilities or with a certain type of disability, the applicant may be asked if he or she has a qualifying disability.
- If a person is applying for housing where a priority or preference is in place for persons with disabilities, the applicant may be asked if he or she qualifies for that priority or preference.
- If an applicant is trying to qualify for an allowance that reduces rent on the basis that he or she has a disability (i.e., in some HUD assisted housing the \$400 allowance for elderly, disabled, and handicapped families; the allowance for unreimbursed medical expenses in excess of three percent of annual income; and the handicap assistance allowance), he or she may be asked to verify that he or she has a disability and disability-related expenses when relevant.
- If the applicant requests a reasonable accommodation or modification, the landlord may ask follow-up questions about their disability; but only to the extent necessary to understand the connection between the disability and the accommodation or modification requested.

■ Denial of Tenancy or Accommodations

When any application for tenancy is denied, the landlord should indicate that an opportunity to request a reasonable accommodation is available if the applicant believes it would enable him or her to meet the terms of the lease. A landlord could include the following language in a rejection letter: “If you are a person with a disability, and the reason your application is being denied is related to your disability, you may contact us no later than (date, time) to discuss whether a reasonable accommodation by us would make your application acceptable”.⁸

If an applicant’s request for a reasonable accommodation is denied, the applicant should be told the reason for the denial and given an opportunity to respond. In responding, the applicant could point out that:

- the reason given for the denial is actually the result of the disability;
- that there has been a change in the applicant’s ability to be a good resident; or
- that there is a plan that will enable the applicant to be a good resident.

Any one of these outcomes, if applicable, is grounds for reconsideration. If the request is reconsidered, each step of considering the request (see pages 10-11) should be repeated and documented.

Appendix A provides a sample form that can be used to inform an applicant who is denied housing of his or her right to seek a reasonable accommodation. Appendix B provides a sample form that an applicant can use to request a reasonable accommodation.

⁸ National Affordable Housing Management Association (NAHRO), Fair Housing-A Guidebook for Owners and Managers of Apartments (Washington, DC: 2005).

■ Relevant Cases

#7 John applied to rent a one-bedroom apartment. On his application he listed his monthly income at \$850 and his occupation as “disabled.” John has been unable to work because of complications from AIDS. John has a history of prompt rental payment and no negative credit history. John’s application was denied for failing to meet the minimum monthly income requirement, a failure directly related to his disability status. The apartment denied John’s mother’s attempt to act as a cosigner because of the landlord’s strict no-cosigner policy. The court determined that even if an administrative policy seems disability-neutral, the failure to offer or to accept a reasonable accommodation to the administrative policy was a violation of the Fair Housing Act Amendments. *Giebel v. M&B Associates*, 343 F.3d 1143 (9th Cir. 2003).

#8 Gordon filled out a lease application to live in Cotton Mill, a housing complex available only to persons with disabilities. A portion of the application stated: “STATEMENT OF HEALTH, INCLUDING ANY DISABILITIES (statement of your doctor should be used here). Physician should state here a brief description of your medical condition, disability and/or handicap and whether you are able to care for yourself if living alone and/or able to care for [an] apartment.” The court ruled that although it is permissible to ask whether a prospective tenant has a disability to determine if he or she is eligible for housing available only to those with a disability, the FHAA prohibits an inquiry into the nature and severity of a tenant’s disability. *Robards v. Cotton Mill Associates*, 713 A.2d 952 (Me. 1998).

LEASE VIOLATIONS AND OTHER TENANCY MATTERS

Residents sometimes fail to follow important parts of the lease or repeatedly break minor rules. Persons with disabilities, like all other residents, may be evicted for failure to comply with the terms of the lease or rules of the property. However, as with initial occupancy, landlords are required to make reasonable accommodations to the extent necessary to allow the residents with disabilities to have an opportunity to comply with the terms of the lease. The following suggestions should help landlords to deal effectively with residents with a disability who violate a lease.

1. Managers must distinguish between behavior that is merely irritating and behavior that is so destructive of the rights of other residents that it violates the lease. Residents do not have a right to be shielded from seeing or interacting with persons with disabilities. However, residents do have a right to be protected from behavior that threatens their quiet enjoyment or safety.
2. Education of residents may be helpful so that problems do not occur or escalate. Ideally, a neutral, expert third party would provide such education with the goal of increasing the residents’ understanding. Local human service organizations offer tapes, workshops, and lectures on disabilities. Advocacy and vocational support groups also can provide assistance (see Appendix C).

3. If a resident violates the lease agreement, the landlord may issue a notice of lease violation or lease termination. This notice should clearly communicate the reason and include information about reasonable accommodations (see Appendix A).
4. All notices of denial, lease violation, and lease termination should include the opportunity for an informal meeting (see Appendix A and Appendix B).
5. Landlords must treat all residents with respect, especially when discussing reasonable accommodations.
6. Landlords should offer assistance such as referrals to social service agencies, to help residents comply with the stated expectations.
7. If a resident violates his or her lease after receiving reasonable accommodation, the landlord may pursue enforcement options. However, another reasonable accommodation may be appropriate if the previous accommodation did not adequately address the tenant's disability.
8. Landlords should take into account the degree to which the problematic behavior is involuntary. Many disabilities result in behavior that cannot be readily controlled and that some neighbors may consider annoying or disturbing. In such cases, landlords should accept the behavior and discuss with the resident with the disability his or her willingness to permit or participate with the landlord in providing information to neighbors that will allay their concerns and help to eliminate further conflict.
9. Landlord should respect an individual's privacy. Not everyone with a disability wants their neighbors to know about their disability. However, if a resident indicates a willingness to discuss his or her condition, the landlord may want to facilitate such a discussion.

■ Step-by-Step Process for Handling Lease Violations

When confronted with a resident who breaches his or her lease, the landlord can use the steps listed below as a model. Of course, the particular circumstances of each situation will determine which of the steps are warranted or appropriate.

1. When a resident commits a violation that provides sufficient cause for immediate lease termination, the manager should:
 - a. send the resident a termination letter explaining how the resident's action constituted a violation of the lease;
 - b. allow the resident the opportunity to discuss his or her termination; and
 - c. tell the resident that if a disability caused the violation, the resident may request an accommodation.
2. When a resident commits a violation that does not warrant immediate lease termination, the landlord should:
 - a. send the resident a warning letter explaining how the resident's action

- constituted a violation of the lease;
- b. allow the resident the opportunity to discuss the matter; and
- c. inform the resident that if a disability caused the violation, the resident may request an accommodation.

Landlords should provide the opportunity to request a reasonable accommodation for a disability to all residents who violate their lease agreement. Offering such a provision only to those whom the landlord suspects of having a disability may be considered discrimination.

3. During the meeting with the resident to discuss the lease violation, the landlord should:
 - a. discuss the matter openly with the resident;
 - b. use a copy of the resident's lease as reference when explaining how the resident's action constituted a violation; and
 - c. ask the resident if he or she understands everything explained in the warning/ lease termination letter. This will give the resident the chance to discuss his or her disability, if any.
4. If the resident discloses a disability and requests an accommodation, the landlord should:
 - a. have an experienced health care provider verify the disability, if the disability is not readily apparent; and
 - b. use the qualified person verifying the disability as a resource for providing the reasonable accommodation.

See Appendix C for a list of available resources.

5. When reviewing a request for a reasonable accommodation, the landlord may consider the following:
 - a. Will the accommodation prevent future violations?
 - b. Will the accommodation place an undue financial or administrative burden on the management company or owner? If so, and if the accommodation is unlikely to prevent future lease violations, then the landlord is not required to make the accommodation. (See pages 10-11 for a more complete explanation of how to determine whether or not an accommodation is reasonable.)
6. If the manager decides that a reasonable accommodation should be made for the tenant, the manager should prepare a lease addendum that includes this accommodation. The addendum should also include a provision stating that the lease may be terminated if the violation occurs again.
7. If the resident does not disclose a disability or attend a meeting to discuss the violations, the manager should suggest possible sources of support for the resident, (e.g., family, friends, social service agencies). The landlord must respect the

resident's right to privacy. Before a third party becomes involved, however, the landlord should try to resolve the matter with the resident.

- a. If this is not possible, the resident must give written permission before a third party can become involved.
- b. If permission is granted, the landlord should contact the source of assistance informing them that if the resident has a disability, the resident has the right to request an accommodation.

Note: One exception to this right of privacy may apply. If the landlord can determine, with a reasonable degree of certainty, that the resident is incapable of making a request due to a handicap or disability, the landlord may contact a third party without the resident's permission. This issue must be handled carefully.

8. If a meeting is successfully arranged between the manager, resident, and support for the tenant, the manager should encourage an active discussion of the problem between all three parties. In order to facilitate discussion, the manager should:
 - a. try to foster an atmosphere in which the resident may speak freely about his or her problems and disclose a handicap or disability, if any; and
 - b. allow the tenant's support person to make suggestions that might help prevent future violations and use the support person as a resource if an accommodation is requested.

The resident is not required to participate in any meeting with third parties. If the resident decides not to participate with the third party, the landlord has met its duty by providing the resident the opportunity to request an accommodation or to have a request made on the resident's behalf.

If the resident does not disclose a disability and the landlord decides to contact a relative or social service representative, then these steps must be taken for all residents who do not discuss or disclose a disability and not just for those residents thought to have a disability.

■ Early Termination of a Lease

A tenant may develop a disability, or an existing disability may become so severe during the term of a lease, that he or she cannot meet the obligations of their lease. In cases in which there is no reasonable modification or accommodation that can remedy the situation, the tenant may have no choice but to find alternative housing. The tenant should request that the landlord permit an early termination of the lease, and the landlord should grant the request, if it is reasonable. Either the tenant or the landlord may offer an alternative accommodation, such as another, more suitable unit.

As with other determinations of reasonableness, a landlord may only refuse to terminate the lease without penalty if the accommodation would result in an undue burden or substantially alter the terms of the agreement. In determining reasonableness, the landlord may consider the following:

- likelihood of filling the vacancy given vacancy rates in the area/building;
- any particular characteristics of the dwelling that make it desirable or undesirable;
- the amount of time remaining on the lease term; the size of the owner's business; and
- the owner's overall resources.⁹

■ Relevant Cases

#9 Susan, a tenant with a physical disability, was required to walk a considerable distance from her parking spot to her apartment, causing her pain and difficulty. The apartment complex normally rents reserved parking spaces for a fee, but Susan requested that she be reserved a space for free. None of the available reserved spaces were near Susan's apartment. The complex offered to designate some handicapped spaces, but none near her apartment. The court ruled that the complex would not have been unduly burdened by reserving a previously unreserved space for Susan's use without charge, as a reasonable accommodation required by the FHAA. *Hubbard v. Samson Management Corp.*, 994 F.Supp. 187 (S.D.N.Y. 1998).

#10 Gary and his wife rented a unit in a manufactured home park. Gary was diagnosed as having a schizoaffective disorder, but he stopped taking his medication. After Gary was arrested for assaulting his wife and walking to an adjacent public park with a loaded rifle, his wife was informed that they were no longer welcome to rent their unit. Gary was treated for his psychosis and for a chemical dependency that worsened his condition. The park refused a provisional plan outlined by the treatment facility to return Gary to independent living because he was a direct threat. The court ruled that this constituted a violation of the FHAA for failing to attempt to provide reasonable a accommodation. *Cornwell and Taylor v. Moore*, 2000 WL 1887528 (Minn. Ct. App. 2000).

#11 Phyllis has AIDS-related, non-Hodgkins lymphoma. Phyllis lives in a rent-controlled apartment with a roommate for most of the year, but she spends the winter months in Florida to improve her health. Having a roommate while absent from the apartment is a violation of the lease terms, but Phyllis asked that she be allowed to violate the lease term as a reasonable accommodation. The court ruled that there a reasonable accommodation is not directly related to a disability but is done out of economic concerns stemming from the disability, a landlord does not have to make a reasonable accommodation to allow lease violations. *Marks v. BLDG Management Co.*, 2002 WL 764473 (S.D.N.Y. 2002).

#12 While the tenant of a mobile home park, Barbara was subject to a lease provision that she be responsible for maintaining the yard around her home. The park sought to evict Barbara for failure to conduct maintenance, and she responded that an illness had prevented her from doing the work. Barbara obtained a caretaker to live rent-free in her home in exchange for doing maintenance. The park again sought to evict her for keeping a roommate not listed on the lease. The court upheld a finding that attempting to evict Barbara instead of allowing the alternative arrangement was a violation of the FHAA. *Boulder Meadows v. Saville*, 2 P.3d 131 (Colo. Ct. App. 2003).

⁹ Fair Housing Information Sheet No. 1: Early Termination of a Lease. Found at www.bazelon.org/issues/housing/infosheets/fhinfosheet1.htm. See also *Samuelson v. Mid-Atlantic Realty Co., Inc.*, 947 F. Supp. 756 (D. Del. 1996).

#13 Karen, who is wheelchair-bound, and her daughter moved into Cottonwood and were placed on a top-floor apartment. Karen and her daughter both contacted management, requesting to move to a lower floor where a two-bedroom apartment was available. The court determined that where an alternative apartment is available, it is a violation of the FHAA for an apartment complex to refuse to accommodate a tenant with a physical handicap by allowing the tenant to transfer to a different apartment. *Roseborough by Roseborough v. Cottonwood Apts.*, 1996 WL 490717 (N.D. Ill. 1996).

#14 Linda, suffering from multiple sclerosis, moved into a condominium with a caregiver and two dogs. After one of her dogs died, Linda obtained a puppy to train as a service dog, violating the rules of the association. The dog was trained to provide emotional support for Linda and to alert others when she was in need of assistance. The court found that prohibiting Linda from keeping the dog as a service animal was a violation of the FHAA for failing to provide reasonable accommodation. *Fulciniti v. Village of Shadyside Condo. Association*, 1998 U.S. Dist. LEXIS 23450 (W.D. Pa. 1998).

■ Protecting the Health and Safety of Other Residents

Landlords may believe that they are protecting the safety of all of their residents by excluding persons with disabilities from tenancy. They may even believe they are under some obligation to do so, based on the possibility that tenants with disabilities could pose a threat to the health or safety of other tenants or their property. In fact, such actions by the landlord could constitute illegal conduct.

First, fair housing law does not allow for exclusion of individuals based on fear, speculation, or stereotypes about a particular disability or persons with disabilities in general. A determination that an individual poses a direct threat must rely on an individualized assessment of the facts of the particular situation that considers:

- the nature, duration, and severity of the risk or injury;
- the probability that injury will occur; and
- whether there are any reasonable accommodations that will eliminate the threat.¹⁰

For example, a tenant with developing Alzheimer's may have a history of causing cooking-related fires, creating a concern for the safety of the resident and other tenants. Reasonable accommodations, such as removing the stove or making it inoperable, can eliminate this risk. The tenant can have a microwave and receive Meals on Wheels as alternatives.

Second, it is important to note that generally landlords are not liable for the criminal acts of their tenants.¹¹ Landlords may have the responsibility to minimize the risk of foreseeable events, but by definition that is done as part of a comprehensive reasonable accommodation process.

¹⁰ Joint Statement of the Department of Housing and Urban Development and the Department of Justice: Reasonable Accommodations under the Fair Housing Act (Washington, DC: May 17, 2004). Available at <http://www.hud.gov/offices/theo/library/hud DOJstatement.pdf> or <http://www.nchfa.com/forms/index.aspx>.

¹¹ See *Shepard v. Drucker & Falk*, 63 N.C. App.667, 306 S.E. 2d 199 (1983). This does not mean that a landlord has no duty to protect a third person from harm caused by the tenant. See *Holcomb v. Colonial Assoc., LLC* 359 N.C. 198; 607 S.E.2d 270 (2004).

■ The Issues of Living Independently and Evacuation

Landlords may be concerned about tenants' ability to take care of themselves generally or to engage in more specific activity, such as evacuating safely from an upper floor in the event of an emergency. Regardless of the motivation behind such concerns, they are not criteria that landlords may consider for applications or existing tenancies. Landlords should not ask about the tenant's ability to live independently nor should they ask about the tenant's arrangements for assistance in such matters.

Tenants can make arrangements with relatives, live-in aides, neighbors or a contract service provider to assist them with daily chores and in an emergency. Similarly, in multi-story buildings, with or without an elevator, tenants with disabilities cannot be required to live on the first floor. Although the landlord cannot make the determination of whether tenants can evacuate; if a tenant requests a move to another floor because of a disability, this would often be a reasonable accommodation.

■ Relevant Case:

#15 A city housing authority provided a questionnaire and conducted an in-home examination to determine if applicants could live independently. Daisy was denied housing because the authority determined that her inability to walk without a walker, her incontinence and use of adult diapers, and her need for ten-hour daily assistance rendered her unable to live independently. The court determined that such a requirement and investigation into an applicant's ability to live independently constitutes unlawful discrimination based on disability. *Cason v. Rochester Housing Authority*, 748 F. Supp. 1002 (W.D.N.Y. 1990).

CONSEQUENCES

Failure to comply with fair housing laws can have significant negative consequences for management companies and owners, including:

- actual damages to a tenant, including pain and suffering;
- injunctive relief, which could cover future business activities, such as preventing a company from buying other apartment complexes;
- civil penalties of \$10,000 for the first offense; and
- punitive damages.

In addition, projects that receive Low Income Housing Tax Credits can have their credits recaptured by the IRS under Treasury Regulation 1.42-9.

APPENDICES

- APPENDIX A: Sample Notice of Right to Reasonable Accommodation**
- APPENDIX B: Sample Request and Response Forms**
- APPENDIX C: Housing Resource Guide**
- APPENDIX D: Telecommunications Relay Service**

**APPENDIX A:
Sample**

**NOTICE OF RIGHT TO REASONABLE
ACCOMMODATION**

IF YOU HAVE A DISABILITY and any of the following kinds of changes would help you live here, use the facilities, or take part in programs on-site, you can ask for these kinds of changes, which are called reasonable accommodation:

- a change in the rules or the way we do things
- repair or modification in your apartment, or a special type of apartment
- a change or repair to some other part of the buildings or grounds
- a change in the way we communicate with you or give you information.

If you can show that you have a disability, and if your request is reasonable, not too expensive or too difficult to arrange, we will try to make the changes you request.

We will give you an answer in _____ days, unless there is a problem getting the information we need or unless you agree to a longer time. We will let you know if we need more information or verification from you or if we would like to talk with you about other ways to meet your needs.

If we turn down your request, we will explain the reasons. You can give us more information if you think that will help.

If you need help filling out the **Reasonable Accommodation Request Form**, or if you want to give us your request in some other way, we will help you do so.

You can get a **Reasonable Accommodation Request Form** in the management office.

This notice can be given to applicants and tenants and/or posted in the management office.

APPENDIX B: Sample Request and Response Forms

SAMPLE B1: REASONABLE ACCOMMODATION REQUEST FORM FOR TENANTS

I have a disability. I believe that the problems causing you to reject my application for housing or to send me a lease violation notice or eviction notice are related to my disability.

1. This is why I think the problem happened as a result of my disability:

2. I think the problem is not likely to happen again because:

The things described below have changed in my life.

or

A reasonable accommodation would solve the problem.

The accommodation I request is:

3. You can verify that the problem for which I would be rejected or evicted from housing was as a result of my disability by contacting:

Name _____

Phone _____

Address _____

4. You can verify the reasons that I think the problem is not likely to happen again and that I will be likely to continue doing what I need to do to avoid these problems by contacting:

Name _____

Phone _____

Address _____

5. You can verify that the reasonable accommodation I am requesting is necessary and likely to solve the problem by contacting:

Name _____

Phone _____

Address _____

[signature]