

Reasonableness Key To Handicap Changes

The Fair Housing Amendments Act defines "discrimination" to include a landlord's refusal to permit, at a handicapped individual's expense, reasonable modifications of the property if such changes are necessary to enable the person to have full enjoyment of the premises.

The following are examples of reasonable modifications:

- The installation of a flashing light to enable a person with a hearing disability to see that someone is ringing his or her doorbell.
- The replacement of a doorknob with a handle for a person with either artificial hands or severe arthritis.
- The installation of foldback hinges to allow a person in a wheelchair to pass through a door.
- The construction of a ramp to enable a person in a wheelchair to enter the dwelling unit.
- The installation of grab bars in bathrooms and possibly the reinforcement of walls to support the bars.
- The widening of doorways to accommodate wheelchairs.
- The lowering of kitchen cabinets.

All of these modifications can apply to both the interior and exterior of the property as well as common-use areas.

Even when the handicapped person pays for the changes, the landlord has the right to impose certain conditions before allowing the modifications.

The property owner or manager may require the resident to provide in writing a reasonable description of the modifications and assurances that the changes will be done in a workmanlike manner in accordance with all appropriate building permits and inspections.

This does not mean, however, that the landlord can mandate which specific contractor does the work. But he or she may condition approval on the company's ability to complete the job in a workmanlike manner.

While there is not much legal precedence, it appears that a landlord may reject a proposed modification if it would result in some sort of displeasing appearance to the property. But, on the other hand, architectural conformity cannot cause an undue hardship on the handicapped person.

The landlord also has the right to require that the resident restore the interior of the premises to the condition that existed prior to the modifications, less any reasonable wear and tear. This requirement, however, does not apply to a common area if the changes do not significantly detract from its original appearance.

While a landlord cannot require handicapped persons to pay a higher security deposit as a condition to perform reasonable modifications, the owner or manager may enter into a restoration agreement with the resident.

It could provide for an interest-bearing escrow account, not to exceed the amount of the restoration work, as a way to provide an assurance to the landlord that the necessary monies would be available to complete the remodeling at the end of the tenancy.

In this case, the owner or manager has an obligation to make sure he or she is requiring a reasonable restoration.

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For example, it is quite reasonable for the landlord to require that the resident remove grab bars at the end of the tenancy. If, however, the removal does not affect the structural integrity of the unit, it is not reasonable to require that the person make repairs to the affected interior wall.

For certain premises financed with federal funds, such as public housing, additional handicapped-accessible requirements may exist. They would fall under the Architectural Barrier Act of 1968.

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