

Handling Reasonable Accommodation Requests

It is not uncommon for a resident or prospective resident to request reasonable accommodations. Management must decide if this request is "reasonable." If it imposes a significant financial or administrative burden upon management, or requires a significant change in the nature of community services, management would most likely consider it "unreasonable."

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Landlords should have a procedure in place for handling these requests in a consistent manner. For example, a community may require a written request from a resident asking for reasonable accommodation. Management should deal with these in a prompt manner and respond within a specific time period.

Landlords have the right to request information from the resident verifying his or her disability and the necessity of the specific accommodation. The attending physician or medical provider can provide this information.

However, management may not inquire about the nature or severity of the disability. It must solely look at the limitations the disability causes and how the accommodation will assist the individual. This will show whether the request is reasonable.

One common example of such a request is housing of a pet when a community has a no-pet policy in place. If the resident provides medical information stating that a pet accommodates a mental disability, the landlord should grant the request.

The denial of a reasonable accommodation request may result in a fair housing complaint. In a New York case, management attempted to evict a resident after discovering an unauthorized cat in his apartment. The resident said the feline was necessary in order to alleviate the anxiety and depression associated with his mental disability. He also stated that having this pet was the only way he could fully enjoy the use of his apartment.

The community had a no-pet policy and believed the resident did not need the cat to fully enjoy his apartment. The court refused to discount the renter's argument but determined that a trial was appropriate to assess whether the pet was necessary.

A case in Delaware addressed the issue of a lease termination based on a reasonable accommodation request. The resident's physician said it was unsafe for him to remain in the apartment. Management refused a request for an early termination of the lease. They believed the assessment of the rent and late charges did not interfere with the resident's "use and enjoyment" of the unit since he already vacated.

The court stated that management could not automatically prevail on such a case and ordered a trial to determine any fair housing violations. It ruled that a termination is a term of the lease that may be subject to a reasonable accommodation request.

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