

Anyone who believes it costs too much to provide reasonable accommodations for persons with disabilities needs to consider how much it costs when a property does not provide those accommodations. A recent record settlement in Alabama – which cost a regional property management company \$1.25 million - clearly illustrates this issue.

According to the complaint filed by the United States Department of Justice (DOJ) a tenant who used full-length leg braces and crutches on account of his paraplegia applied to rent a ground floor apartment in spring 2007. At that time the property had no ground floor units and the tenant was offered, and accepted, an apartment on the second floor of a non-elevator building with the understanding that he would be transferred to a ground floor unit in a few weeks, once one became available. That transfer never took place.

Although the tenant made several follow-up requests for a transfer and the property apparently reassured him that they would grant those requests, the resident was never transferred to the ground floor unit. On at least on one occasion, management cited a new rule barring all transfers during the lease term.

In November 2007 the tenant fell down the stairs and injured himself, requiring surgery and use of a wheelchair. He then filed a complaint with HUD alleging that the property had failed to provide a reasonable accommodation for a disability. After a full investigation DOJ filed a lawsuit on behalf of the resident, seeking compliance with the Fair Housing Act. *United States v Warren Village (Limited Properties), Warren Properties Inc., et al.*

On December 30, 2010 the management company signed a settlement agreement with the United States Department of Justice in which it agreed to pay \$1,195,000.00 in monetary damages to the tenant, and an additional \$55,000.00 in fees and costs to the federal government. The company also agreed to obtain fair housing training for their employees and to monitor their compliance with the Fair Housing Act.

The Fair Housing Act requires properties to make reasonable accommodations for residents and applicants with disabilities when those accommodations are necessary to give the person with a disability an equal opportunity to use and enjoy a dwelling. In appropriate circumstances this obligation may include a requirement that a property (a) permit transfers to more usable apartments, (b) waive transfer fees, and (c) (sometimes) provide a usable premium apartment at the cost of a non-premium unit. Because all accommodations are specific to the needs of a person with a disability, each request must be analyzed on a case-by-case basis and there can be no reliance on a one size fits all policy.

Properties that have questions about whether or not a specific accommodation is reasonable and should or should not be granted are encouraged to call the office of Scott Clark before making decisions that may be penny wise but dollar foolish.