

REASONABLE ACCOMODATIONS

Housing providers are required to offer reasonable accommodations in rules, policies, practices, procedures and facilities to persons with disabilities. These changes should enable them to enjoy equal access to the rental property and its facilities. Compliance with Fair Housing laws requires the housing provider evaluate rules, policies, practices, procedures and facilities regarding all applicants and tenants, and especially evaluate them for persons with disabilities. The provider must change traditional rules to comply with the laws and to accommodate tenants with disabilities.

In general the housing provider is required to treat every applicant the same and to give every applicant equal opportunity to be considered for the property. However, for applicants and tenants with disabilities, the provider must give additional services and assistance.

Does the benefit of continued housing to the tenant, or the benefit of providing housing to the applicant, outweigh the burdens and costs to the Landlord?

It is important for the housing provider to decide if an accommodation is reasonable or not. .

Examples of Reasonable Accommodation

- Allowing the person with disabilities to mail the rent instead of delivering it in person.
- Assigning a parking place closest to the exit or unit to tenants with mobility disabilities.
- Allowing persons with disabilities to keep service or quality of life animals.
- Not counting a home health aide, therapist, nurse, etc., as an additional tenant or guest.
- Allowing the tenant to move to a more suitable unit when one becomes available.
- Adjusting rules so the tenant is able to comply.
- Installing light or buzzer intercom systems to alert tenants with different needs.
- Providing whatever assistance is reasonable to enable the tenant to meet reasonable requirements of tenancy.
- Considering the effects of weed sprays, roach/insect treatments, cleaning solutions, fabric dyes, heating system defects, etc., on chemically sensitive persons.
- Releasing a tenant with disabilities who must move from lease requirements.

Violations of these rights may result in a Fair Housing complaint alleging discrimination.

REASONABLE MODIFICATIONS

Landlords are required to allow persons with disabilities to make reasonable modifications to the landlord's property at the expense of the person with disabilities. If reasonable modifications are necessary for the person to have full enjoyment of the premises and the person can afford the expense, the landlord must allow the changes.

The landlord may require prior approval of the plan and design, and may require the work to be done by a licensed contractor and according to city code. Modifications may be done to the interior of individual living units, as well as to the exterior of buildings and main entrances, common use areas, lobbies, laundry rooms and hallways.

In certain circumstances the landlord may require an additional deposit to assure sufficient funds will be available to restore the interior of the unit to original condition at the end of tenancy. This deposit is to be kept in a separate interest bearing escrow account. This must be determined on a case-by-case evaluation.

The question, "What is reasonable?" is used to decide if the tenant must return the property to original condition. If the modifications will interfere with the next tenant's use and enjoyment of the property then the landlord may require the modifications be undone. It is considered unreasonable to require the tenant to return property to original condition when the modifications will not interfere with the next tenant. Generally any modifications to the exterior or common use areas would not be returned to original condition.

EXAMPLES OF REASONABLE MODIFICATIONS

- Building ramps over steps to allow wheelchair or walker access.
 - Installing lever door openers instead of knob openers.
- Widening door openings by installing swing-away hinges or wider doors.
 - Installing grab bars and hand rails.
 - Installing wheelchair accessible shower stalls.
- Removing under the sink cupboards in bathrooms and kitchens.
 - Lowering light switches and raising electrical plug-ins.
 - Changing the location of telephone jacks.
 - Lowering kitchen counter tops.
- Installing door bells, smoke alarms with flashing lights instead of buzzers.
 - Making curb cuts and walk cuts.

The landlord may charge any tenant for substantial damage caused to the property by the tenant. The landlord may not charge the tenant for normal wear and tear to the property. A traffic pattern of wheelchair wear in the carpet or nicking door frames and walls with a wheelchair is considered normal wear and tear, not substantial damage.

The landlord or property owner does not assume greater liability as a result of injuries or damages that may be caused by a tenant with disabilities. However, the landlord is not absolved of liability the landlord causes to any tenant for personal injury or property damages.

Cities and counties may also be required to make accommodations in rules and ordinances for persons with disabilities. An ordinance which prohibits obstructions on public sidewalks would be waived to allow construction of a wheelchair ramp even though the ramp might obstruct the sidewalk. Sometimes there is no other practical way to install ramps which are necessary to enable persons in wheelchairs access to their housing.

A major area of accommodation is how the landlord regards guide dogs and assistive animals. It is necessary to review Code of Iowa, Chapter 216C, Rights of Blind, Partially Blind and Physically Disabled.

GUIDELINES FOR ASSISTIVE ANIMALS

- Even though there is a “No Pets” policy, an exception must be made for the seeing eye dog, hearing aid dog or assistive animal.
- An exception to the “No Pets” rules must also be made for animals necessary for the “quality of life” of the tenant.
- A pet deposit for a service aid animal or a quality of life animal must be reasonable and not onerous.
- Additional payments for such animals may not be required.
- Allowing assistive animals for persons with disabilities does not void a “No Pets” rule for other tenants without disabilities.
- The tenant must keep an assistive animal under control at all times.
- The tenant is responsible for any damages an assistive animal may cause.
- Under Iowa Code, Chapter 216C “assistive animals are those specially trained or in the process of being trained by a recognized training facility.” However, court decisions allow an animal necessary for the quality of life or emotional health of the tenant to have no special training.
- Owners of such animals have the right to be accompanied by such animals in all public places.
- Owners of such animals are entitled to all the same full and equal accommodations, facilities, and privileges as the general public and are subject to the same conditions as the general public.
- Animals necessary for quality of life or emotional health of a tenant must be recommended by a health care professional.