Reasonable Accommodation Training

AIDS Legal Referral Panel

November 10, 2016

Tenant and Max

Your client, Tenant, has lived in his federally subsidized apartment for 20 years. Tenant adopted Max, a pit bull, 10 years ago when he was diagnosed with a life-threatening illness. Max has been instrumental in alleviating the mental health symptoms associated with Tenant’s diagnosis, including his anxiety and depression. Tenant has explained to you how feeding Max is what gets him up and out of bed in the morning. Caring for Max is a huge part of Tenant’s life.

Max follows Tenant everywhere without the need for a leash. Max weighs 65 pounds and is seven years old. Although he looks scary, he has never bitten anyone in your client’s presence. Tenant told you that his previous landlord knew about his illness and said he could keep Max, but that he never made a formal request or received permission to have Max in writing. According to your client’s lease, he was responsible for paying a pet deposit when he got Max, but Tenant doesn’t remember ever paying it.

A new owner, Landlord, bought the building 6 months ago. Landlord just served Tenant with a 3-day notice to get rid of Max or vacate the unit. The notice alleged that neighbors complained about Max and made Tenant so upset that he was unable to respond. The landlord then served Tenant with eviction papers. Tenant filed his own answer denying all of the allegations in the complaint. Tenant then went to you for help. You agree to represent the tenant. The first thing you do is send Landlord’s attorney a request for a reasonable accommodation.

Questions for Discussion

What ill you include in the reasonable accommodation request to the landlord?

What accommodations could your client request?

Can you add a fair housing defense to the eviction?

How does that fact that Max is a pit bull change the analysis?

Is it a problem that Tenant never paid a pet deposit?

**During the interactive process, you find out the following from the landlord’s attorney:**

The landlord is extremely worried about liability if the dog bites another tenant or guest on the property. Landlord called his insurance company and in fact, they will not renew his insurance contract unless Landlord gets rid of the pit bull on the premises.

Is the landlord required to grant the reasonable accommodation request?