



Fair Housing Newsletter

Keeping you current on fair housing news and issues



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Accommodation Requests Are Not Always Reasonable

In a recent case out of the U.S. District Court for the Southern District of California, a judge dismissed each of the disabled resident's claims she was denied an accommodation – and there were many.

First, the resident claimed she had been denied an **emotional support animal**. She had requested permission for the animal along with a doctor's letter. The resident then got a dog without approval from the landlord. Her final approval for the dog was not granted until eight months later. The resident argued the delay in receiving the final approval amounted to a denial. The court disagreed. She had not been denied her dog during the eight months, she was not threatened with eviction, she had not been penalized, and the landlord had granted her a temporary exception to the no-pet policy. The judge dismissed the claim.

Next, the resident claimed she had been denied the accommodation of having her **apartment unlocked** after she was locked out after-hours. She called the maintenance to request they unlock her door but they had refused because they had a policy against unlocking units after-hours. Instead, she was forced to wait for someone to go and get the spare key. However, the resident never told maintenance that she wanted the apartment unlocked because of her disability or as an accommodation. Landlords are not required to be clairvoyant. The judge dismissed the claim.

Accommodations: Continued on Page 2.

Note From the Editor: Hard to believe half of 2018 is already gone. Have you accomplished your goals for training and document review? If not, give me a call to arrange document review, training, or to get everyone signed up for an upcoming webinar.

Accommodations: Continued from Page 1.

The resident's next request was for a **handicapped parking space**. The resident asked for a handicapped parking space for her caregivers. The landlord refused and told her that unless the resident was going to be driving the car, she could not have a handicapped assigned space. The resident claimed the denial violated fair housing laws. The court agreed with the landlord. In this situation, the resident was not asking for a parking spot so the caregiver could transport her for services. She had no mobility issues. She had Alzheimer's. There was no evidence the accommodation of a handicapped space was necessary to ameliorate the effects of Alzheimer's. The judge dismissed the claim.

If she couldn't have a parking space, the resident wanted her caregivers to be able to **park next to the curb** where there was no designated parking space. The landlord denied the request. The curb was a fire zone. Again, the court found there was no nexus between the resident's disability and her request for caregivers to be allowed to park in a no-parking zone. The judge dismissed the claim.

Finally, the resident requested she be allowed to move from a studio apartment to a **two-bedroom unit** so her caregiver would have a place to sleep. The landlord granted her request but had no two-bedroom units available. Instead, the landlord offered the resident a one-bedroom unit – on three different occasions - while waiting for a two-bedroom to open up. The resident refused the first two units and accepted the third. When a two-bedroom unit became available, the resident was told she could move. However, the next day, the landlord told the resident her voucher would not allow her to have a two-bedroom unit. The landlord helped the resident complete the necessary paperwork to have her voucher changed to a two-bedroom. The resident later claimed the landlord's one-month delay in approving the move was a fair housing violation as was the landlord's repeated attempts to move her into undesirable one-bedroom units. The court disagreed. The Fair Housing Act does not require a landlord to immediately grant all requests for accommodations. As for the "undesirable" units, the court held that a landlord does not have to provide a disabled resident with the accommodation of his/her choice. Just because the resident preferred a different unit, the offer of less desirable units did not violate fair housing laws. The judge dismissed the claim.

Lessons Learned: Always evaluate the accommodation request to see if the request is connected to the disability and do not delay in getting back with the resident on a decision

Refusal to Allow Disabled Resident to Move to Smoke-Free Building Cost Landlord \$12,000

The U.S. Department of Housing and Urban Development has announced it has settled a case filed by a family whose disabled infant was denied the accommodation of moving to a smoke-free building. The case began when the family asked their landlord if they could move to a unit in a non-smoking building as a reasonable accommodation for their child who had breathing difficulties. The landlord refused and instead provided them with an air purifier. The family filed a fair housing complaint with HUD. The case settled with the landlord paying \$12,000 and developing a grievance



HOUSING CROSSROADS

WHERE FAIR HOUSING AND
LANDLORD TENANT LAWS INTERSECT

Housing Crossroads Webinar

Tennessee Landlords' Musts and Must Not

July 25, 2018

10:00 a.m. - 11:30 a.m. Central

The law allows wide latitude when drafting your lease agreement, but there are still specific requirements and prohibitions included in the laws, regardless of what your lease says. We will discuss what practices and policies are required by law and which are specifically prohibited. Our discussion will include:

- Security Deposits
- Maintenance
- Possession and Access
- Towing
- Utilities
- Essential Services and Constructive Eviction

\$34.99
Register
Now



Nathan Lybarger
Hall & Associates



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Tampa Man Sentenced to Prison for Threatening Muslim Family

A Tampa, Florida man was sentenced to serve eight months in prison, followed by two years of supervised release, and required to pay \$30,000 in restitution for threatening a Muslim family. The man pleaded guilty to a felony civil rights violation after he threatened to burn down a home because a Muslim family intended to purchase the home.

According to the news release from the U.S. Department of Justice, a Muslim man, identified as K.A., and his wife were conducting the final walk-through of a home they had under contract to purchase. As K.A. arrived for the final walk-through, the man approached K.A. and the seller identified as H.D., and the accompanying realtors, and yelled, "This sale will not take place!" The man then threatened to burn the house down, and told K.A., "You are not welcome here!" K.A. and his wife cancelled the closing of the home purchase that was scheduled to take place the next day.

This case is a reminder that not just landlords can violate fair housing laws and some discrimination can actually be criminal.



Fair Housing Webinar Managing Animals on the Property

Wednesday, July 11, 2018
10:00 am - 11:00 am Central

\$24.99

One of the most problematic issues for today's landlords is emotional support animals. The request for too much information can land you in trouble while failing to ask for enough information can result in a property full of animals.

In this webinar, we will give a step-by-step guidance on how to handle requests for emotional support animals. Our discussion will include:

- Making the Decision to Ask for Documentation
- Knowing Who Can Write the Letter
- On-Line Certificates
- "Dangerous" Breeds
- Using the Forms

[Register
Now](#)

Mobile Area Landlord Charged with Familial Status Discrimination

The U.S. Department of Housing and Urban Development has charged a landlord in Mobile, Alabama with refusing to rent to a family with three minor children. According to the HUD news release, a woman filed a HUD complaint alleging she attempted to rent a three-bedroom home and was told she was not eligible because she had more than two minor children. Tests conducted by a local non-profit group confirmed the landlord had a rule that resident could not have more than two minor children even though they may be renting a three-bedroom home. The Fair Housing Act prohibits landlords from restricting the number of children on the property.

HUD's charge will be heard by a United States Administrative Law Judge unless either party elects for the case to be heard in federal court. What is at stake? An injunction, attorney fees, actual damages, and civil penalties.

Civil Rights Organizations Accuse Bank of America of Violating Fair Housing Laws

The National Fair Housing Alliance, 19 fair housing organizations, and two homeowners in Maryland have filed a federal fair housing lawsuit against Bank of American for race discrimination. The complaint alleges the bank intentionally failed to provide routine maintenance and marketing for homes in working and middle-class African American and Latino neighborhoods in 37 metropolitan areas compared to white neighborhoods.

More than 3,500 photographs show homes owned by Bank of America in neighborhoods of color with poor exterior maintenance such as overgrown grass and weeds, unsecured doors and windows, damaged steps and handrails, trash, unsecured pools, graffiti, and even dead animals. Homes in predominantly white working and middle-class neighborhoods are more likely to have the lawns mowed regularly, windows and doors secured or repaired, trash removed, leafs raked and graffiti erased.

The two Maryland homeowners who joined in the suit, claim a home owned by the Bank next door to their home was unsecured and unauthorized people entered the home causing damage to their property. One person even broke into her home by knocking a hole in the wall between the vacant home and her bedroom, then ransacking her home while she was at work. She had to report the damage to her insurance company, repair her home, and buy an alarm system and security doors.

According to the news release, after years of collecting data, the organizations found:

- 45% of the Bank's properties in communities of color had 10 or more maintenance or marketing deficiencies, while only 11% of properties in predominantly white neighborhoods had 10 or more maintenance or marketing deficiencies.
- 64% of the Bank's properties in communities of color had trash or debris visible on the property, while only 31% of the properties in predominantly white neighborhoods had trash visible on the property.
- 34% of the Bank's properties in communities of color had unsecured or broken doors, while only 16% of the properties in predominantly white neighborhoods had unsecured or broken doors.

Delayed Rent Payment Date May be Reasonable if Some Managers are Already Changing the Date

In a recent case out of Pennsylvania, a landlord tried to argue that permanently changing the rent due date for residents receiving disability benefits was unreasonable. There were mortgages, insurance, taxes and employees to pay. The landlord needed his money. The problem was, other managers had been doing it for years without any problems paying the bills.

This fact came to light after a non-profit group sued a property management company claiming fair housing violations because the company refused to accommodate individuals with disabilities. During the discovery process, the non-profit asked to see Yardi records – the property management software. The records revealed that multiple managers had been accepting rent late from disabled residents for years. While rent was due on the first day of each month, some residents were allowed to pay on the 15th of the month, and others were allowed to pay on the 20th of the month, without being turned over to an attorney or being charged late fees. This information ruined the landlord's argument that accepting rent late would cause financial difficulties. The judge refused to dismiss the claim.



The lesson learned from this case is: Make sure you know what your managers are doing on other properties before you start arguing an accommodation is unreasonable.

Refusing to Delay Lease Termination was Not a Reasonable Accommodation

In a California case, the landlord sent a disabled resident and his family notice he would not renew their lease because they had refused to sign a new lease with a higher rent. The family asked for the accommodation of approximately four additional months to move because their disabled family member could not physically be moved at that time. The landlord agreed.

When the time arose for the family to move, they wanted another extension. This time they provided a letter from the doctor stating the disabled family member could not ride for long distances. This pattern went on for almost a year. Finally, the landlord refused and began eviction proceedings.

The family sued claiming fair housing violations and failure to accommodate. The court dismissed the case. The doctor's letter did not say the patient could not be moved across town to another apartment. Although the family showed it would be more convenient for them to be able to stay in the house due to their plans to move to Florida, they had not shown it was necessary to extend their tenancy because of the disabled family member's health. Because there was no causal link between the requested accommodation and the disability, the claim was dismissed in favor of the landlord.