

# FAIR HOUSING COACH

Train your staff to avoid costly discrimination complaints

NOVEMBER 2025

## LESSON AT A GLANCE

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## Use 4-Step Process for Evaluating Accommodation Requests

*The decision often hinges on what is and  
isn't "reasonable."*

Fair housing laws require landlords to make "reasonable accommodations" for rental prospects and residents who have disabilities. Disagreements over whether requested accommodations

are reasonable are a perennial cause of discrimination complaints. And in many cases, it falls to HUD enforcers and judges to resolve the dispute.

Once that happens, it becomes impossible to predict the outcome,



since each case turns on the specific facts and circumstances and the credibility of the parties and witnesses involved. Even if you end up winning, getting embroiled in these cases can cost you a fortune in legal fees, distractions, and time.

To avoid problems like these, fair housing experts say it's best to try to negotiate a workable solution that will meet the requester's disability-related needs without breaking the bank. Even if it doesn't resolve the dispute, engaging in this kind of accommodations process documents your efforts to reach a fair solution, which will go a long way if you have to defend your actions in court.

In this month's lesson, we'll review the fair housing disability protections and right to reasonable accommodations. Then we'll delve into the actual accommodations process and outline the four questions you should ask to make a legally sound judgment about whether a requested accommodation is reasonable. Finally, we'll give you a *Coach's Quiz*

enabling you to apply the lessons to practical situations and see how much you've learned.

### WHAT DOES THE LAW SAY?

The federal Fair Housing Act (FHA) bans housing discrimination based on disability. So, it's unlawful to deny housing to prospects or residents (whom we'll refer to collectively as "residents") on the basis of their disabilities or to discriminate against them in the terms, conditions, or privileges of their tenancy.

But there's more to it than that, since the law requires landlords to grant requests for reasonable accommodations necessary to enable individuals with disabilities to fully use and enjoy their home. Reasonable accommodations are changes or exceptions to rules, policies, practices, or services. There are limits to landlords' obligations to grant requests for accommodations:

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- The accommodation request must be made by or on behalf of an individual with a disability—that is, a physical or mental impairment that substantially limits one or more major life activities.
- The requested accommodation must be “necessary,” which means that there must be an identifiable connection between the individual’s disability and the requested accommodation.
- The requested accommodation must be “reasonable.” This determination involves a balancing act—weighing the burden that the requested accommodation would impose on the community against the benefits to be gained by the resident.

## MODIFICATIONS VS. ACCOMMODATIONS

While this lesson focuses on reasonable accommodations, fair housing laws also require landlords to allow persons with disabilities to make reasonable “modifications,” that is, structural changes to the interiors and exteriors of units and common areas. While housing providers must permit reasonable modifications, the resident is generally responsible for their cost.

### When Is an Accommodation Unreasonable?

According to *2004 guidelines* issued jointly by HUD and the U.S. Department of Justice, requests for accommodations may be denied if providing the accommodation is not reasonable—that is, it would impose an undue financial and administrative burden on the community or would fundamentally alter the nature of its operations.

To determine whether the requested accommodation imposes an undue financial and administrative burden, you’ll have to review—on a case-by-case basis—various factors, including:

- The cost of the accommodation;
- The financial resources of the community;
- The benefits that the accommodation would provide; and
- The availability of alternatives that would effectively meet the resident’s disability-related needs.

The law also considers accommodation requests to be unreasonable when they fundamentally alter the essential nature of the community’s operations. For example, the guidelines state that a community wouldn’t have to grant a mobility-impaired resident’s request to be driven to the store and given assistance in shopping for groceries. If the community doesn’t provide transportation or shopping services for its residents, granting the request would require a fundamental change in the nature of the community’s operations.

### Engage & Don’t Just Say No

Fair housing experts warn against flatly denying accommodation requests—even when you believe they’re unreasonable. That’s because the federal guidelines call on housing providers to engage in an “interactive process”—discussions about the disability-related need for the requested accommodation and possible alternative accommodations. Such a process often leads to an effective accommodation that doesn’t unduly burden the community.

If you can’t talk to the resident or are worried about discussing the issue correctly, it’s important to let the resident know, in writing or through an interpreter or legal advisor, your position on the request. If you consider the request unreasonable, suggest one or more possible reasonable alternatives that you believe will satisfy the resident’s need. Ask the resident for feedback on whether that alternative will work. It may not come easy, but HUD wants management to work with the resident to reach some kind of compromise on this issue.

**ALL disability accommodation requests MUST be evaluated on a case-by-case basis.**

**Bottom Line:** ALL disability accommodation requests MUST be evaluated on a case-by-case basis. Whatever you think of the validity of the request, it’s important to take it seriously. Follow standard procedures, get more information if necessary, evaluate the request, and document

what you do. It'll be well worth the effort if your actions come under scrutiny by enforcement officials or a judge.

#### ASK 4 QUESTIONS WHEN EVALUATING REASONABLE ACCOMMODATION REQUESTS

##### Q #1: Is the Resident Asking for an Accommodation for a Disability?

Listen carefully whenever anyone says they want or need something special because of a disability. Even a verbal request or mention of something needed is sufficient to require that management take some kind of action. **Explanation:** The FHA doesn't specifically require that requests for reasonable accommodation be made in a particular manner or at a particular time. According to federal guidelines, a resident or applicant is deemed to have made a reasonable accommodation request simply by making it clear to the housing provider that they're requesting an exception, change, or adjustment to a rule, policy, practice, or service because of a disability. Nor does the person making the request have to mention fair housing law or use the words "reasonable accommodation."

**Compliance Strategy:** Get more information, if needed, to determine whether the requested accommodation may be necessary because of a disability. If the disability isn't apparent, you may ask how the proposed accommodation is related to assisting and coping with the disability. But don't ask overly intrusive or detailed questions or insist that only a medical doctor provide an explanation as to why the accommodation is needed. And don't ask questions about the extent of the disability if it's apparent or obvious.

While not required by law, it's also highly advisable to adopt formal procedures for making, processing, and responding to reasonable accommodation requests. In addition to preventing misunderstandings about the nature of the

request, such procedures generate records documenting that the request received proper consideration in the event of later disputes. Just note that while you can ask the resident to put the request in writing, you can't deny or ignore a request simply because the resident makes the request verbally or won't use your preferred forms or procedures for making such requests.

##### Q #2: Would the Requested Accommodation Impose an Undue Burden?

Having confirmed that the resident is requesting an accommodation for a disability, the next step is to assess whether the request is reasonable. You don't have to grant unreasonable accommodation requests, but you can't rely on your subjective beliefs or go by what you've done in the past to decide whether a particular request is unreasonable. Instead, you must apply the legal standard. **Rule:** An accommodation request is unreasonable if it imposes an undue financial and administrative burden or fundamentally alters the nature of the community's operations.

In applying the standard, look at all the facts and circumstances involved. Recognize that a requested accommodation isn't unreasonable simply because it requires the community to pay some costs, such as repainting lines or providing signage to designate an assigned, handicapped parking space. To be unreasonable, the costs or administrative burden must be undue.

##### **Example:** *Permitting an Appliance IS an Undue Financial Burden*

After renovating a high-rise building, the new owner adopted a rule banning residents from operating large personal appliances in their units. A resident asked to keep his air conditioner, washing machine, and dryer as a reasonable accommodation for his disabilities. When the owner denied his request, he sued.

The court dismissed the case, and an appeals court affirmed, ruling that the

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**Don't ask questions about the extent of the disability if it's apparent or obvious.**

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**A requested accommodation isn't unreasonable simply because it requires you to pay some costs.**

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request was unreasonable because it imposed an undue financial and administrative burden on the community. **Key evidence:** An architectural expert hired by the owner concluded that it wasn't feasible to accommodate the resident's request because the electrical panels servicing the building were already operating at near-maximum capacity and couldn't accept the additional load of an air conditioner or washer and dryer. The expert also said that upgrading the electrical panels to increase their capacity would be prohibitively expensive [Fisher v. SP One, Ltd., March 2014].

**Example:** *Changing Rent Due Date Is NOT an Undue Financial Burden*

A Pennsylvania resident who received monthly Social Security Disability Insurance (SSDI) benefits late in the month sued his community for not accommodating his request for an exemption from the community's policy requiring rent payments to be made on the first of the month. The company argued that the request to change its rental due date policy posed an undue financial and administrative burden because its current

rent collection system was cost effective and the requested accommodation would "fundamentally alter the way" it did business and require a "major and expensive reprogramming of software and business procedures."

But the court refused to dismiss the case, reasoning that a trial was needed to determine whether it was reasonable to require the company to adjust its rent due date policy to accommodate the disabled resident. Rather than risk a trial, the company settled the case for \$480,000 and a promise to make exemptions to its policy to accommodate the dates on which disabled residents received their SSDI benefit checks [Fair Housing Rights Center in Southeastern Pennsylvania v. Morgan Properties Management Company, LLC, Pennsylvania April 2017].

**Strategic Pointer:** If you need to have an expert—like an architect in the first example above—evaluate a request, let the resident know that you'll respond as soon as possible. Don't drag your heels on arranging for a professional review. The resident—or a court—may interpret your delay as an inappropriate denial.

## JUDGE FOR YOURSELF

*Here's a scenario based on an actual court case. How do you think the court ruled?*

A resident who received Section 8 housing assistance lived in a three-bedroom unit long after her two children moved out. After a review, the program administrator notified the property manager that she no longer qualified for the three-bedroom unit under the Section 8 program. As a result, the property manager notified the resident that to continue receiving housing assistance she must transfer to a smaller, two-bedroom unit. If she chose to stay in the three-bedroom unit, she must pay the market rent.

The resident asked for a reasonable accommodation to stay in the larger unit due to her disabilities. In addition to a bedroom, she said she needed one room for physical therapy and another room for reading and crafts, and that moving to a smaller unit would compromise her health. She also said she can't move to the two-bedroom unit because of her hypersensitivity to sound. But the property manager got a noise-level test, which showed that the smaller unit wasn't unsuitably loud.

The resident stayed in the three-bedroom unit but stopped receiving the housing subsidy. She sued the community for denying her request for a reasonable accommodation.

What did the court decide?

*See answer on p. 7.*



### Q #3: Would the Requested Accommodation Fundamentally Alter Your Operations?

When the resident wants something that's so far outside your normal operations or amounts to a violation of law, the request may be denied as unreasonable.

#### **Example:** *Exemption from No-Smoking Policy WOULD Alter the Nature of Operations*

A federally assisted housing community in Michigan, sued to evict a disabled resident for violating lease provisions banning drug-related or criminal activity. The resident argued that she was entitled to a reasonable accommodation for use of medical marijuana since it was legal under state law and she had a state issued medical marijuana card.

The court disagreed. Although state law allowed medical marijuana use, it was overridden by federal law, which classifies marijuana as an illegal drug with no medically acceptable uses. Requiring the community to grant the reasonable accommodation to use marijuana would force the community to violate federal law and fundamentally alter the nature of its operations by thwarting its mission to provide drug-free federally assisted housing [Forest City Residential Management Inc. v. Beasley, December 2014].

**Strategic Pointer:** Check whether your community participates in any federal housing assistance programs or is subject to local laws that could affect how you respond to a request. For example, under federal law, housing providers must permit reasonable modifications—such as making structural changes in a unit to accommodate a wheelchair user—but the resident is generally responsible for the cost. Under New York City law, however, the housing provider is responsible for the cost of any modifications deemed reasonable.

### Q #4: If the Request Is Unreasonable, Are There Any Acceptable Alternative Accommodations?

You can't just reject a requested accommodation because you determine that it's unreasonable. Federal guidelines say that you should engage in an "interactive process" with the resident to discuss whether there's a reasonable alternative accommodation that would effectively address the resident's disability needs.

But you need to speak to a lawyer. Some courts have ruled that the interactive process HUD and the DOJ call for is not required under fair housing law. On the other hand, engaging and seeking compromise can help you reach a fair resolution and avoid potentially costly fair housing complaints and litigation..

#### **Example:** *Landlord's Alternative Accommodation IS Reasonable*

When the building's only elevator had to be shut down for months for renovations, the landlord offered to move residents suffering from health problems who lived on the upper floors to either a unit of their choice on the first floor or a larger unit in a building less than a mile away, at no additional cost. But the residents wanted to stay in their units and asked the landlord to instead pay for a "para-transport service" to come to their units once a week and carry them up and down the stairs in a wheelchair or other specialized chair at an estimated cost of \$525 per person for each round-trip. The dispute went to court, which refused the residents' request for an order to prevent the elevator shutdown.

The landlord's offer to move the residents to the first-floor unit in the same building was reasonable, the court explained. The landlord also showed that the residents' preferred accommodation would cause undue hardship because of the risk of injury—and significant liability—if there were an accident while carrying them up and down the stairs [Picaro v. Pelham 1135 LLC, September 2014].

**Example:** *Resident's Alternative Accommodation Is NOT Reasonable*

An Oregon resident received Section 8 housing assistance, which required an annual inspection of her unit. After living there several years, she asked for a two-month delay for the next annual inspection as a reasonable accommodation. Her request was granted, as were additional requests to put it off longer.

When the unit was finally inspected, it failed because of significant clutter that was a trip hazard and blocked access to the window. The reinspection was scheduled for a month later, but it was delayed again at her request. As the deadline approached, the resident asked to submit photos of the unit in lieu of a physical inspection as a reasonable accommodation. The program administrator denied her request, but offered to send a different inspector and, to make it brief, inspect only the items that failed the prior inspection.

After denying consent for the inspection, the resident sued the administrator, the community, and others for denying her a reasonable accommodation and refusing to engage in an interactive process to resolve her accommodation requests.

The court dismissed the case, ruling that her requested accommodation was unreasonable because, if granted, it would

violate federal regulations requiring annual in-person inspections. Allowing residents to conduct their own inspections by submitting photos would fundamentally alter the program and potentially endanger the health and safety of the resident being inspected and other residents.

The court also rejected her claim that the community violated fair housing law by refusing to engage an interactive process. The administrator engaged in the interactive process by granting numerous extensions for inspections and re-inspections over several months. The community also offered to have a different inspector conduct the inspection without the presence of property management personnel. The fact that the administrator wouldn't grant one of her requests—to take photos instead of having the physical inspection—didn't prove that the administrator or community failed to adequately to engage in an interactive process regarding her requested accommodations [Doe v. Housing Authority of Portland, February 2015].

**Strategic Pointer:** If your search for an alternative accommodation bears no fruit, contact your attorney before formally denying the resident's request. Your legal advisor can make sure you've done everything possible to prevent the matter from escalating to a more costly legal dispute.

**Answer to Judge for Yourself, from p. 5.**

A federal appeals court ruled that a cooperative community in Puerto Rico did not violate fair housing law by denying the resident's accommodation request.

The resident claimed that she was simply asking to use her HUD subsidy to pay rent for the three-bedroom unit that she believed she was entitled to stay in as a reasonable accommodation under fair housing law. But it was the program administrator—not the community—who determined that she didn't qualify for the subsidy if she stayed in the larger unit. She could have challenged that decision, but she sued the community, not the program administrator.

The resident couldn't explain why a private landlord acted unlawfully by refusing to provide the subsidy itself. The landlord's denial of her request to stay in the larger unit rested solely on her inability to pay without federal rental support. She didn't allege that the denial arose from any policy of the community that would prevent her from getting the funds needed to make the rent or contend the rent should be lowered [Batista v. Cooperativa De Vivienda Jargines de San Ignacio, January 2015].



Assessing requests for reasonable accommodations isn't always a simple matter. It involves recognizing when a request is being made, whether it's necessary to accommodate a disability, whether it's reasonable, and if it isn't, whether alternative accommodations can be offered. We've offered four steps to take to help you evaluate requests and reduce the risk of disputes arising from them. Test your understanding of the issues by taking the Quiz below.

**Instructions:** Each question has one and only one correct answer. The correct answers (with explanations) are published in a separate PDF available in the Archive with the lesson PDF and follow the quiz online. Good luck!

Submitting this quiz to your supervisor?

Put your name here:

### QUESTION #1

It's unreasonable for residents to ask for an exception to the policies that apply to everyone else. True or false?

- a. True.
- b. False.

### QUESTION #2

Any requested accommodation that costs the community money is unreasonable. True or false?

- a. True.
- b. False.

### QUESTION #3

A resident calls the office to say that she has a disability that makes it physically impossible for her to open the Dumpster that you've placed in the parking lot for trash collection. She says she needs you to send a maintenance worker to her unit on a daily basis to collect her trash and take it to the Dumpster. You should:

- a. Say no—she doesn't appear to be disabled so she's not entitled to special treatment.
- b. Ignore it—she didn't say she needed a reasonable accommodation.
- c. Deny the request—maintenance workers are on site only three days a week, so it's unreasonable to ask for daily trash pickup.
- d. Talk to the resident—to resolve the issue, you should discuss possible alternatives that would meet her disability-related needs.