

COVID-19 Related Reasonable Accommodation Request

_____ [Date]
_____ [Landlord Name]
_____ [Landlord Address]

Sent via email: _____ [email address]

Re: Reasonable Accommodation Request

Dear _____:

I am your tenant at _____ [address]. I am writing to request that you make the following accommodation:

[choose one]

let me pay my rent by mailing it without charging me late fees. I cannot leave my home to pay rent as I usually do.

Waive the following policy that I cannot comply with because of the COVID-19 pandemic:
_____.

Let me enter into a payment plan to pay [month]’s rent and waive (excuse) any late fees.

Stop nonemergency inspections of my dwelling unit because it is a risk to my health.

Extend this deadline that I cannot meet because of the pandemic to _____ [later date]:

Communicate with _____ [name], who will be handling my affairs during my illness.

I have recently become ill with COVID-19 or I must self-quarantine. I am unable to work. I am hurting financially.

I have a diagnosable medical condition that puts me at greater risk of COVID-19 infection. I have to limit my activities accordingly.

My request is supported by the federal Fair Housing Amendments Act of 1988 (FHAA) because it is related to a disability. The FHAA prohibits discrimination based on disability. It defines discrimination to include “a refusal to make reasonable accommodations in rules, policies, or practices or services when such accommodations may be necessary to afford such persons equal opportunity to use and enjoy a dwelling.” 42 U.S.C. § 3604(f)(3)(B).

To receive a reasonable accommodation: (1) I must show that I have a disability; (2) I must show the accommodation may be necessary to afford me an equal opportunity to use and enjoy a dwelling; and (3) the accommodation must seem reasonable on its face. Giebeler v. M&B Associates, 343 F.3d 1143, 1147-56 (9th Cir. 2003). **My request meets these requirements.**

1. COVID-19 is a Disability Pursuant to Federal Law

Under the FHAA, someone has a disability if she has “a physical or mental impairment which substantially limits one or more of [her] major life activities” 42 U.S.C. § 3602(h)(1). The FHAA defines major life activities as “functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.” 24 CFR 100.201(b).

My condition does not permit me to work. It limits a major life activity. It is a disability pursuant to federal law.

2. My Request for a Payment Plan is Necessary and Reasonable

To prove an accommodation is necessary, I must show that it is “necessary to afford [me] equal opportunity to use and enjoy a dwelling.” Giebler, 343 F.3d at 1157. Allowing me to pay rent on a payment plan and waiving all late fees will let me remain in my home. This will let me manage the symptoms of COVID-19 in a safe environment. I will be much less likely to infect others.

Accommodation requests are reasonable if they do not cause fundamental alterations to programs or policies or undue financial burdens on housing providers. Giebler, 343 F.3d at 1157. Reasonable accommodations may impose some cost to a housing provider and consideration of a person’s financial circumstances when determining whether an accommodation is warranted is appropriate. Giebler, 343 F.3d at 1157.

An accommodation to pay rent late and waive late fees may be reasonable under the FHAA. Fair Housing Rights Center in Southeastern Pennsylvania v. Morgan Properties Management Company, LLC, 2017 WL 1326240 (E.D. Pa. April 11, 2017).

Here, I am asking to enter into a payment plan. You will receive rent in full. This request does not constitute an undue financial burden.

3. You Must Work With Me in Good Faith to Reach A Solution to this Reasonable Accommodation Request.

Under the FHAA, the affected parties must work together in good faith to develop solutions to reasonable accommodation requests. Essex Mgmt. Corp. v. McAlister, No. CIV 245572, 2007 EXTRA LEXIS 4, 26 (Ventura Sup. Ct.). I may request a reasonable accommodation at any time before a judgment is entered in an eviction case. Douglas v. Krigsfeld, 884 A.2d 1109, 1121 (D.C. App. 2005). A refusal to accommodate a disability is an affirmative defense to an unlawful detainer. McAlister v. Essex Prop. Trust, 504 F Supp. 2d 903 (C.D. Cal. 2007). For an eviction to go forward, the landlord must show that no accommodation is possible. Roe v. Sugar River Mills Assocs. et al., 820 F. Supp. 636 (D. N.H. 1993). Because I am asking that you reasonably accommodate my disability, you must work with me in good faith to develop a solution to this request.

Once you have time to consider this reasonable accommodation request, please contact me directly at [phone number] _____. I look forward to finding an amicable solution to this matter.

Sincerely,

[Your Name]