

Fair Housing Tip of the Month

Tip #10 – Reasonable Accommodation and Early Termination of a Lease

“Four months ago I signed a one-year lease and moved into my studio. About two months after that, I qualified for a live-in aide. My studio is way too small for me and my live-in aide, so I asked the landlord if I can move into a two-bedroom as an accommodation. The landlord agreed, but said it might take several months or maybe even longer because there are only a few two-bedrooms and they all have long-term leases. If I find a two-bedroom somewhere else, can I move out early without paying any penalties?”

The law says: Fair housing laws support the right of a tenant with a disability to break a lease term early and avoid the financial penalty usually incurred for the early termination of the lease, when early termination is necessary for reasons directly related to the disability. This is a common example of a reasonable accommodation, or change in rules to allow a person with a disability equal access to housing. Courts have found that waiver of generally applicable fees and other costs related to early lease termination does not necessarily impose an undue burden on the landlord or fundamentally alter the landlord/tenant relationship. Accordingly, early lease termination without imposition of costs and fees can be a reasonable accommodation for a tenant with a disability.

What to do: Whether you consider this a continuation of the interactive negotiation of your original accommodation request, or a new request altogether, you may be able to end your lease early without paying any fees as a reasonable accommodation. In making this request to move out early, you can explain to your landlord your current need for a two-bedroom to accommodate your live-in aide. If your landlord requests it, ask your treating professional for a letter verifying your need for the live-in aide. If your landlord disagrees and says your request is an undue cost burden, the landlord must work with you to find an acceptable, reasonable solution. As an example, you might agree with the landlord to continue renting until a new tenant is found, with early termination fees waived, so long as this delay does not cause you undue medical problems.

If your landlord refuses to consider your request for reasonable accommodation or refuses to engage in an interactive process, you can file a complaint with a local fair housing agency, the California Department of Fair Employment and Housing (DFEH), or the federal Department of Housing and Urban Development (HUD).

To file a complaint with HUD, call [800-669-9777](tel:800-669-9777), or visit https://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/complaint-process

To file a complaint with DFEH, call [800-884-1684](tel:800-884-1684), or visit <http://www.dfeh.ca.gov/complaint-process/complaint-forms/>

Fair housing laws prohibit discrimination in housing based on the following characteristics: Race, religion, national origin, color, sex, marital status*, ancestry*, familial status, disability, sexual orientation*, source of income.*

*Indicates a prohibited basis for discrimination in California, but not under federal law.

Disclaimer: The Fair Housing Tip of the Month program is for educational purposes only and does not constitute legal advice. If you have a legal question, please contact MHAS, your local fair housing council or another attorney of your choice.

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