

City of San Diego

FAIR HOUSING

Frequently Asked Questions (FAQs)

What is a “reasonable accommodation” for purposes of the Fair Housing Act?

A “reasonable accommodation” is a change, exception or adjustment to a rule, policy, practice or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces.

Under what conditions may a landlord deny a reasonable accommodation request from a tenant?

A reasonable accommodation request can be denied if:

- Requestor does not have a disability;
- There is no disability-related need for the accommodation; or
- The accommodation imposes an undue financial or administrative burden on the housing provider or fundamentally alters the nature of their business.

Is a housing provider obligated to provide reasonable accommodation to a resident or applicant if an accommodation has not been requested?

No. A housing provider is only obligated to provide a reasonable accommodation to a resident or applicant if a request for the accommodation has been made. A provider has notice that a reasonable accommodation request has been made if a person, his/her family member, or someone acting on his/her behalf requests a change, exception, or adjustment to a rule, policy, practice, or service because of a disability, even if the words “reasonable accommodation” are not used as part of the request.

What kinds of information can a housing provider request from me if I have an obvious or known disability and I am requesting a reasonable accommodation?

A housing provider is entitled to obtain necessary information to determine if the requested accommodation relates to the tenant’s disability. However, if the person’s disability is obvious and if the need for the accommodation is also readily apparent, housing providers may not request any additional information about the disability.

What is a “reasonable modification” under the Fair Housing Act?

A “reasonable modification” is a structural change made to existing premises, occupied or to be occupied by a person with a disability, in order to afford such person full enjoyment of the premises. Examples of modifications that typically are reasonable include:

- Widening doorways to make rooms more accessible for persons in wheelchairs
- Installing grab bars in bathrooms
- Lowering kitchen cabinets to a height suitable for persons in wheelchairs
- Adding a ramp to make a primary entrance accessible for persons in wheelchairs
- Altering a walkway to provide access to public or common use area

Can I be required to put my request in writing?

No. While a housing provider can request that it be documented in writing, they cannot require it. If a tenant refuses to put it in writing, a landlord must treat the request as if it was submitted in writing.

Who is responsible for the expense of making a reasonable modification?

The Fair Housing Act provides that, while the housing provider must permit the modification, the tenant is responsible for paying the cost of the modification in private housing. However, if the housing provider receives federal funding, then the housing provider must pay for the reasonable modification.

May a housing provider charge an extra fee or require an additional deposit from applicants or residents with disabilities as a condition of granting a reasonable accommodation?

No. Housing providers may not require persons with disabilities to pay extra fees or deposits as a condition of receiving a reasonable accommodation.

If a housing provider grants a waiver of a "no-pet" policy as a reasonable accommodation for a tenant with a disability who needs a service animal, can the landlord charge the tenant a pet deposit or a monthly pet fee?

No.

If a housing provider grants a waiver of a "no-pet" policy for a tenant who needs a service animal, can the "no-pet" policy still be applied to other tenants?

Yes. Only a tenant with a disability who requests an accommodation for a service or emotional support animal is entitled to be excused from the "no-pets" rule.

Can I be required to obtain liability insurance as a condition for granting my accommodation request?

No.

Does the Act protect juvenile offenders, sex offenders, persons who illegally use controlled substances, and persons with disabilities who pose a significant danger to others?

No. Juvenile offenders and sex offenders, by virtue of that status, are not persons with disabilities protected by the Act. Similarly, while the Act does protect persons who are recovering from substance abuse, it does not protect persons who are currently engaging in the current illegal use of controlled substances. Additionally, the Act does not protect an individual with a disability whose tenancy would constitute a "direct threat" to the health or safety of other individuals or result in substantial physical damage to the property of others unless the threat can be eliminated or significantly reduced by reasonable accommodation.

How can a housing provider determine if an individual poses a direct threat?

A determination that an individual poses a direct threat must rely on an individualized assessment that is based on reliable objective evidence (e.g. current conduct or a recent history of over acts). The assessment must consider all of the following:

- The nature, duration and severity of the risk of injury
- The probability that injury will actually occur
- Whether there are any reasonable accommodations that will eliminate the direct threat

The landlord/property manager told me that they would not rent to me because I have small children and the only available unit is on the second floor. Is that legal?

No. Applicants cannot be denied the opportunity to rent a unit just because he/she has children. Federal law makes it unlawful to discriminate based on familial status (households with one or more children under 18 years of age).

Can a landlord tell a tenant what his/her children can and can't do or where to play?

A landlord/property manager should not enforce rules on tenants and their children that are not realistic. Rules can be stated in a general manner to the community in which they live. The rules, terms and conditions need to be the same for all the families with children or to any other tenants applying for a unit.

We wish to rent a two-bedroom unit. Can a landlord/property manager require that we provide separate rooms for our two children since they are of different sex?

No. A landlord/property manager cannot require that children of opposite sex have separate rooms. These decisions are within parental control and not of the landlord/property manager.

Can a landlord/property manager deny me an apartment because I am young and a college student?

Applicants should be at least 18 years of age or legally emancipated (i.e. court order, marriage certificate or proof of active-duty military service).

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