IREM® Global Summit

Friday, October 13, 2017
3:30 PM – 4:30 PM

Session Title:
"50 Anniversary of the Fair Housing Act"
(CS-15)

Speaker:
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Southampton, PA
COMMUNITY MANAGEMENT
POLICY AND PROCEDURE
REASONABLE ACCOMMODATION AND MODIFICATION

POLICY

It is the policy of this community to provide reasonable accommodations and to permit tenants with disabilities to make reasonable modifications upon request, with the provision of appropriate documentation of the need for the accommodation or modification.

PROCEDURE

In order to maintain compliance with the state and federal fair housing laws this community will enter into a dialogue with the requesting tenant about the tenant’s disability needs to reach a mutually acceptable reasonable accommodation. Only after such a dialogue and after thorough exploration of alternative options will this community consider denying the request or claiming undue burden. It is the policy to review all requests for reasonable accommodations or modifications, however submitted. In cases where the need for an accommodation is obvious, no documentation will be requested to establish the accommodation. When the need is not obvious or where the accommodation entails more than minimal cost or staff time, it shall be the policy of this community to request the tenant to provide written verification from the tenant’s healthcare, mental health provider, or other appropriate party that the tenant has a disability (that meets the definition of the Fair Housing Act) and the nexus between the disability and the accommodation or modification. This request will require verification of the disability, but not specific information about the disability.

If it is determined that the request is very difficult, time-consuming or expensive, the community shall enter into a dialogue with the tenant to discuss and suggest any easier, quicker or less expensive alternate accommodations that may work for the requested accommodation. The community may offer the tenant an opportunity to make a modified request or suggest alternative solutions. If the local management of the community and the requesting tenant disagree about whether the request is reasonable or the solutions applicability, the matter shall be discussed with the supervising management or owner prior to denying the request.

If the community determines that the request cannot be fulfilled because it poses an undue financial and/or administrative burden or because it would cause a fundamental alteration in the communities operations, the matter shall be discussed with the supervising management or owner prior to denying the request. This discussion may also involve the tenant to determine if there are other alternatives.
REASONABLE ACCOMMODATIONS

This community shall promptly review all requests a disabled tenant makes for reasonable accommodations or modifications. Provide accommodations promptly or within a reasonable time. The community will provide a written response notifying the tenant of whether the requested accommodation will be provided, when, and how. Requests that require a dialogue with the tenant shall have that dialogue commenced promptly to allow for the accommodation request being expedited. This community shall assist the tenant in knowing what documentation or information is needed to assist the community in making both the decision on the request and fulfilling the request.

REASONABLE MODIFICATIONS

Modifications made by the tenant require written permission. Tenants will be permitted to make reasonable modifications pursuant to a request upon the following:

1. The tenant shall fully describe the intended modification(s),
2. The tenant shall provide assurance that required building permits will be obtained (and provide copies prior to the commencement of the modification),
3. The tenant shall provide assurance that the modifications will be done in a professional manner and by a licensed and insured professional if required,
4. The tenant agrees to return the premises to their original state, unless the modification will not interfere with the next tenant’s use and enjoyment of the premises,
5. If allowed by the circumstances under existing law, the tenant agrees to pay into an interest-bearing escrow account, over a reasonable period, a reasonable amount of money not to exceed the cost of the restorations,
6. The costs of modifications and restoration shall generally be paid by Tenant unless the costs of such are minimal, and
7. It may be required that modifications be performed by appropriate licensed and insured contractors who have prior working relationships with the community.

Upon compliance, this community shall provide permission to perform modifications as soon as practicable. The community will promptly provide a written response notifying the tenant whether the requested modification will be allowed.

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***These Instructions are for instructional purposes only, and should not be
given to a resident as part of the Assistance Animal request packet.

Assistance Animal Forms Instructions

Please read and review before use of these forms.

1. Remember that neither HUD nor any state has "approved" the forms. Usage always has some
risk. Also, every case is independent and should be reviewed on its merits and facts.
2. These forms are for any Assistance Animal wherein the need for the animal is not readily
apparent. Service animals where the need is apparent need not use this form but should still
provide the information on the Animal Identification Form.
3. You can require the information on the animal and ask that the Resident affirm their request
for the Assistance Animal.
4. Give them the Verification for Assistance Animal form as a guide for the health care
professional. If the professional does not want to sign it and provides substantially the same
information in another format, it must be accepted. Remember to review your policy on who
can provide this information.
5. If the Resident provides any documentation from a professional or other qualified person, it
should be reviewed to make sure it provides sufficient information to confirm the status and
nexus. If not, an attempt to get verification of the information needed directly from the
person who signed the form should be first attempted.
6. A HIPAA FORM IS NOT REQUIRED. Many health care professionals will not discuss the
patient without the HIPAA form. Verification does not require the HIPAA form. Explain to the
health care professional that you are merely verifying the information that has already been
provided. If you are unable to verify, you should inform the Resident of the problem to see if
they can get the health care professional to provide the verification. Seek assistance from
legal counsel and/or your regional manager in this circumstance.
7. It is the intent of these forms to gather sufficient information and verify that information to
determine if a reasonable accommodation should be granted or not.
8. Failure to provide sufficient information may be grounds for denial. Sufficient information
would include: a description of the animal, verification from someone that the Resident meets
the definition of disabled and that there is a nexus between the disability and the need for the
animal, and the other information contained on the Animal Identification Form.
9. All communities should have animal rules. Persons who obtain an animal by reasonable
accommodation generally must abide by those rules (excepting breed restrictions and size &
weight restrictions). Those rules should be given to residents with animals.
10. These forms should not be given out unless someone has filled out an application and is
actually attempting to rent.
11. Questions on Assistance Animals from prospective residents should be answered:
This Community fully complies with the Fair Housing laws as it applies to disabilities. Persons
who desire an accommodation must convey that request to management, who will then attempt
to obtain sufficient verified information to determine if the request can be granted and how it can be accommodated. Since every situation is
different, each request is treated separately. It is impossible to give a blanket answer
on questions of accommodation. If a prospective tenant desires to apply, we will then
accept any request and make a full review to see if it can be accommodated.
12. If you have any questions on a request, contact legal counsel.
13. If you think someone is testing your community on reasonable accommodation, contact your
regional manager/owner and contact legal counsel.
Resident’s Request for Assistance Animal

The undersigned does hereby request as assistance animal and does hereby attest and state as follows:

1. Handicap Definition  I am aware of the requirements of the Fair Housing Act and its definitions which include:
   “Handicap” means, with respect to a person —
   (1) having a physical or mental impairment which substantially limits one or more of such person’s major life activities,
   (2) having a record of having such an impairment, or
   (3) being regarded as having such an impairment, but such term does not include current, illegal use of or addiction to a controlled substance.

2. Qualification  Pursuant to the definition above, I do qualify as an individual with a disability.

3. Impairment  I represent that the requested assistance animal is necessary to provide assistance with my disability.

The anticipated length of this disability is ____________________________________________________________________________.

My primary care physician is Dr. __________________________ whose telephone number is ________________.

4. Request  I do hereby request that I be able to reside with an assistance animal at the premises below. I certify that the statements herein are true as provided on the Animal Identification Form and the Medical Request for an Assistance Animal. I agree that the only animal I will keep for this purpose is listed therein and that I will abide by the rules and regulations of the community regarding animals. I understand that I will not have to pay additional costs or fees for the assistance animal but will be responsible for any damage caused. I request that my professional provide verification of the required information to my housing provider to assist in making this determination.

Applicant’s Name ____________________________________________________________________________

Premises Address ____________________________________________________________________________

__________________________________________________________________________________________

Dated ___________________  Signature of Applicant

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Animal Identification Form

Type of animal____________________  Breed____________________

Age____________ Approximate Weight____________ Color____________

Describe any special training or certifications____________________________________

Has the animal ever been reported to authorities (police, animal control) for any incident or for any reason? ___________. If yes, please provide details.

________________________________________

Animals may not be in the common areas of the community unless on a leash or an approved device based upon the animal's certification.

Animals may be restricted from specific areas.

The animal's owners are responsible for cleaning up after the animal and for any damage done by the animal.

Animals may not disturb the peaceful and quiet enjoyment of the other tenants.

The Community may have other regulations and rules relating to animals.

I affirm that the animal is in compliance with all state and local laws concerning animals.

I have read the rules and regulations concerning animals (both above and those policies of the community), and agree to their terms.

____________________________________  ______________________

Resident’s signature                               Dated

Please provide a photo of the animal.
Verification for Assistance Animal

Name of Person making Request ____________________________

A request has been made to allow an assistance animal to reside with the above named individual. Such request has been made pursuant to The Fair Housing Act. In order to qualify for an assistance animal exemption to the normal rules of the community, the person making the request must qualify as handicapped as defined, which is:

"Handicap" means, with respect to a person—
(1) having a physical or mental impairment which substantially limits one or more of such person's major life activities,
(2) having a record of having such an impairment, or
(3) being regarded as having such an impairment, but such term does not include current, illegal use of or addiction to a controlled substance.

Additionally, the assistance animal must assist the person in ameliorating the disability and/or the major life activities affected.

Much like a prescription, this request is made because of the professional's opinion that the assistance animal may be necessary to afford the disabled person an equal opportunity to use and enjoy the leased premises. With this request and upon approval, the management of the premises must allow the animal on the premises and is prohibited from charging pet rent or other fees normally charged to persons with pets. Assistance animals are not pets but animals that are determined by competent professionals to be an important and necessary part of treatment or assistance of a disability/handicap.

Professional's Name: ________________________________ Telephone number: ________________________________

I certify that I have sufficient information and have consulted with the person making this request in order to make this determination. I certify that the above named person is handicapped as defined above and that the animal described below is, in my professional opinion, necessary to afford an equal opportunity to use and enjoy the leased premises.

Prescribed Animal's Description ________________________________

Expiration Date of this Certification ________________________________

______________________________
Date

Signature of Medical Provider,
Health or Social Service Professional

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