

[Date]

[Landlord's Name]

[Landlord's Address]

Re: Reasonable Accommodation Request to Rescind Notice of Termination for [Tenant's Name, Address and Apartment Number]

Dear [Landlord],

This letter is a formal request that, as a reasonable accommodation for my disability, you rescind the Notice of Termination of Tenancy dated [date of notice] and allow me to remain in my rental unit so long as there is a COVID-19 state of emergency.

I require stable housing to manage the effects of my disability. [Explain why you need the rental unit for your disability. For example, the unit may have unique accessibility features that are difficult to find in other units or it may be close to your medical providers. You do not need to disclose your diagnosis or specific treatments, but you should explain how the housing meets your disability-related needs].

Even in normal circumstances, it would be extremely difficult for me to move, but a global health crisis makes it nearly impossible. To prevent the spread and resulting deaths from COVID-19, public health officials are recommending, and many government entities are mandating, that individuals shelter in place. My disabilities make me especially vulnerable to the virus because [Explain how the pandemic affects you. The CDC's list of health conditions that increase the risk of severe illness can be found here: <https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/people-at-higher-risk.html>]. Even if you do not have any of the conditions listed on the CDC's website, you can explain how being forced to move could worsen the effects of your disability and result in hospitalization or homelessness.] Thus, it would be dangerous for me to move during this pandemic.

[If applicable, include information about the disability-related services you would ordinarily use to move but that are not available during the pandemic. For example: "In normal circumstances, I use a transportation service available for persons with disabilities. However, due to social

distancing guidelines, I currently cannot access transportation or other supportive services to assist in moving.”]

As a housing provider that operates multi-family housing, you are subject to the Federal Fair Housing Act (FHAA), and the California Fair Employment and Housing Act. Both federal and state fair housing laws make it unlawful for a housing provider to discriminate against people with disabilities.<sup>1</sup> The FHAA requires housing providers to “make reasonable accommodations in rules, policies, practices, or services” in order to grant a person with disabilities “equal opportunity to use and enjoy a dwelling.”<sup>2</sup> Specifically, the FHAA “imposes an affirmative duty upon landlords reasonably to accommodate the needs of [people with disabilities],’ not only with regard to the physical accommodations” but also with regard to the “administrative policies governing rentals,” such as policies governing the termination of tenancy in rental properties.<sup>3</sup> In unlawful detainer proceedings, a tenant may request a reasonable accommodation at any time, including at or after trial.<sup>4</sup>

Granting my reasonable accommodation request to rescind the notice to vacate and allow me to remain in the unit does not constitute a threat to the health and safety of others. Even if you contend that it does, you must still consider whether there are any reasonable accommodations that will eliminate or sufficiently mitigate the threat before moving forward with an eviction.<sup>5</sup>

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<sup>1</sup> See 42 U.S.C. § 3604; Cal. Gov’t Code §§ 12927, 12955.

<sup>2</sup> 42 U.S.C. § 3604(f)(3)(B); 24 C.F.R. § 100.204(a); *Giebeler v. M & B Assocs.*, 343 F.3d 1143, 1146 (9th Cir. 2003).

<sup>3</sup> *Giebeler*, 343 F.3d at 1146-1147; *United States v. California Mobile Home Park Mgmt. Co.*, 29 F.3d 1413, 1416 (9th Cir.1994) (“Mobile Home I”).

<sup>4</sup> 2 C.C.R. 12176(c)(8)(B).

<sup>5</sup> See Cal. Code Regs. tit. 2, § 12179 and *Joint Statement of the Department of Housing and Urban Development and the Department of Justice: Reasonable Accommodations Under the Fair Housing Act, No. 5*; See also *Roe v. Sugar River Mills Assocs.*, 820 F. Supp. 636, 640 (D.N.H. 1993)(when an individual is disabled, “the [FHAA] requires defendants to demonstrate that no ‘reasonable accommodation’ will eliminate or acceptably minimize the risk he poses to other residents...before they may lawfully evict him”), *accord Roe v. Hous. Auth. of City of Boulder*, 909 F. Supp. 814, 822 (D. Colo. 1995).

In conclusion, I am a person with a disability who needs to remain housed as a reasonable accommodation for my disability. I request that you rescind the notice of termination and allow me to remain in my rental unit until the COVID-19 state of emergency has been lifted. If you cannot grant my request, fair housing laws require that you engage in the interactive process to try and reach a different accommodation that meets my disability-related needs. You can reach me at [contact information]. Due to the time-sensitive nature of the situation, I request a response from you within a week. Please be aware that an undue delay in responding to a reasonable accommodation request may be construed as a denial. A landlord's failure to grant a reasonable accommodation request may be used as an affirmative defense in an unlawful detainer.

Sincerely,

[Name]