

[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 serves as a reasonable accommodation request on behalf of [Tenant], an individual with disabilities, to rescind [Landlord's] Notice of Termination of Tenancy dated [date of notice]. [Tenant] is requesting to remain in his/her/their unit [and more time to pay any back rent allegedly owed.]

Because of his/her/their disabilities, [Tenant] requires stable housing in his/her/their current unit to manage his/her/their disabilities. [Provide reasons why tenant needs particular unit or home. For example, the unit is an accessible unit fit for tenant's particular needs. Another example is, tenant's doctor or medical care professional is near tenant's home. If helpful, provide Tenant's symptoms, but try not to provide specific diagnoses].

Even in normal circumstances, it would be unfeasible for [Tenant] 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. [Tenant's] disabilities make him/her/them especially vulnerable to the virus because [the Tenant is at high risk with regard to COVID-19 – list of conditions can be found here: <https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/people-at-higher-risk.html>] or [the Tenant's symptoms related to their disability will be worsened by the move and could land them in a hospital, homeless, or other setting that puts them at greater risk of contracting or spreading COVID-19]. [Try to provide symptoms, not diagnoses]. Thus, it would be dangerous for [Tenant] to move during this pandemic.

[Additionally, due to the COVID-19 pandemic, Tenant is unable to access his/her/their disability-related services at this time, which creates a further barrier to Tenant's ability to move.] [State which disability services Tenant is unable to access and reasons why this impedes on Tenant's ability to move.] [For example, in normal circumstances, Tenant utilizes a transportation service available for persons with disabilities; however, due to social distancing guidelines, Tenant currently cannot access transportation or other supportive services to assist in moving].

As a housing provider that operates multi-family housing, [Landlord] is 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. See 42 U.S.C. § 3604; Cal. Gov't Code §§ 12927, 12955. 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." 42 U.S.C. § 3604(f)(3)(B); 24 C.F.R. § 100.204(a); *Giebler v. M & B Assocs.*, 343 F.3d 1143, 1146 (9th Cir. 2003). 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. *Giebler*, 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").

[Granting Tenant's reasonable accommodation request to rescind the notice to vacate and allow him/her/them to remain in the unit does not constitute a threat to the health and safety of others. But even if [Landlord] contends that Tenant's alleged nuisance behaviors rise to this level, [Landlord] must still consider whether there are any reasonable accommodations that will eliminate or sufficiently mitigate the threat before moving forward with an eviction. 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 addition, filing for eviction because of [Tenant’s] alleged nuisance behaviors is not necessary to protect public health and safety. The Judicial Council of California’s Emergency Rules Related to COVID-19, allows courts only to move forward with a complaint for eviction if the court finds that the action is necessary to protect public health and safety.¹ The Judicial Council’s order makes clear that the public health and safety exception is intended to protect the public from the COVID-19 virus.² The Judicial Council only passed the rule through its emergency powers granted by Government Code § 68115 and by Executive Order. The Council explained that “[a]t a time when people are being urged to stay at home to protect public health and safety, unlawful detainers are particularly problematic” because “they threaten to remove people from the very homes they have been instructed to remain in.”³ The only reasonable interpretation of the term “public health and safety” in the Judicial Council’s rule is that the courts may proceed with certain unlawful detainers where there is a COVID-19 related threat to the public’s health.]

[Similarly, Governor Newsom has issued a State of Emergency as a result of the threat of COVID-19 and has minimized evictions to reduce the spread of this virus.⁴ All of these actions have been taken in direct response to the COVID-19 pandemic and in an effort to protect the public in accordance with public health emergency orders. Nothing the tenant has allegedly done increases the risk that anyone in the public will be more likely to contract the COVID-19 virus. And eviction will most certainly be more detrimental to the public’s health because it makes it impossible to shelter in place.]

[Tenant] is a person with a disability, and the accommodation[s] requested, the request that [Tenant] remain in his/her/their unit [and have more time to pay any back rent allegedly owed] [is/are] necessary and reasonable. We urge [Landlord] to consider [Tenant’s] request and engage

¹ <https://www.courts.ca.gov/documents/appendix-i.pdf>

² http://www.lacourt.org/newsmedia/uploads/1420204151712620_NR_GO_4-15-20-Final.pdf and http://www.lacourt.org/newsmedia/uploads/142020323185249GO_March232020_FINAL.pdf

³ <https://jcc.legistar.com/View.ashx?M=F&ID=8233133&GUID=4CE2DDDF-426E-446C-8879-39B03DE418B3>

⁴ <https://www.gov.ca.gov/wp-content/uploads/2020/03/3.27.20-EO-N-37-20.pdf>

in the interactive process with us to reach a solution. Please contact me at [phone number or email address] to discuss this matter further.

[Closing]