

# **Rental Occupancy Policies Related to Disability: Tenant Handbook**

**for**

Prepared by the Accessible Housing Program (AChP) of the  
Los Angeles Housing Department (LAHD)

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**Rental Occupancy Policies Related to Disability:  
Tenant Handbook**

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# Rental Occupancy Policies Related to Disability: Tenant Handbook

## TENANT HANDBOOK OF RENTAL OCCUPANCY POLICIES REGARDING DISABILITY for

### GENERAL PRINCIPLES

This Tenant Handbook includes information about the rights of tenants and applicants with disabilities at .

Additional information is in Appendix 10, Housing Resources for Tenants with Disabilities. Definitions of technical terms are in Appendix 1, Definitions.

#### 3.1 Commitment to Fair Housing

is strongly committed to providing housing that is:

- a. nondiscriminatory;
- b. fully accessible to individuals with disabilities; and
- c. in full compliance with fair housing and disability rights laws.

#### 3.2 Responsible Individual

has designated an individual to coordinate efforts related to disability. The name, title and contact information is listed in Appendix 9 – Property Management Contact Information. It is also posted in the office and

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available upon request. California Civil Code requires an On-site Manager or other responsible person to live on the premises and have charge of every apartment complex that has 16 or more units, if the property owner does not live on the premises. The name and contact information of the On-site Manager is posted in the rental office and is available upon request. When the property is without an On-site Manager a new On-site Manager must be hired as soon as possible, but not later than thirty (30) days. Owner must notify ACHP of the contact information for the new On-site Manager as soon as the individual is hired.

### 3.3 Non-Discrimination

will not discriminate on any basis prohibited by law. This includes *race*,<sup>1</sup> *color*, *religion*, *sex*, *sex/gender*, *gender identity and expression*, *familial status*, *national origin*, *citizenship*, *immigrant status*, *primary language*, *marital status*, *ancestry*, *age*, *sexual orientation*, *disability*, *source of income* (including receipt of Section 8 vouchers and similar subsidies),<sup>2</sup> *genetic*

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<sup>1</sup> Under California law, race includes “traits historically associated with race, including but not limited to hair texture and protective hairstyles.” California Government Code § 12926(w) (2020). “Protective hairstyles” include, but are not limited to, such hairstyles as braids, locks, and twists. California Government Code § 12926(x) (2020).

<sup>2</sup> Under California law, source of income is defined as “lawful, verifiable income paid directly to a tenant or paid to a representative of a tenant, or paid to a housing owner or landlord on behalf of a tenant, including federal, state, or local public assistance, and federal state, or local subsidies, including but not limited to, federal housing assistance vouchers under Section 8 of the United States Housing Act of 1937 (42 U.S.C. Sec. 1437f). Source of income includes a federal Department of Housing and Urban Development Veterans Affairs Supportive Housing voucher. For the purposes of this definition, a housing owner or landlord is not considered a representative of the tenant unless the source of income is a federal Department of Housing and Urban Development Veterans Affairs Supportive Housing voucher. California Government Code § 12927(i) (2020).

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information, arbitrary characteristics, military or veteran status, or any other basis currently and subsequently prohibited by law. (Federal fair housing laws prohibit discrimination based on the categories written in *italics*; California laws prohibit discrimination based on all of these categories.)

### **3.4 Reasonable Accommodations -- Overview**

\_\_\_\_\_ will provide reasonable accommodations to rules, policies, practices, programs, services, activities, and facilities that may be necessary to ensure that Individuals with Disabilities, and households including Individuals with Disabilities, are not discriminated against or excluded from housing or housing-related services based on disability. A reasonable accommodation includes physical and structural modifications to existing facilities to ensure that Individuals with Disabilities and their households are not discriminated against or excluded from housing or housing-related services based on disability. Service animals and other assistance animals will be permitted in accordance with applicable laws.

These are discussed in greater detail later on in these Policies and in Appendix 2, Notice of Right to Reasonable Accommodations and Auxiliary Aids Pursuant to Effective Communication Policy. See Section 3.15.

### **3.5 Effective Communication**

\_\_\_\_\_ will provide aids and services to ensure that communication with applicants, residents, and

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members of the public with vision, hearing, speech, communication, or other disabilities is as effective as communication with individuals without disabilities. Requests must be completed promptly, but no later than thirty (30) days. Usually requests for effective communication can be met immediately or within a few days; for example, providing electronic materials in screen reader-friendly versions or in large print; using telephone relay or text to communicate; providing ASL interpreters, etc., keeping in mind the timeline of the needs of the Individual with the disability. A few requests, like converting a document to Braille, may take longer than a few days. The individual making the request should be advised as soon as possible how long it will take to fulfill the request.

Language Access: Many individuals, including applicants or tenants with disabilities, are limited English proficient (LEP). Therefore, Owners must provide information under these Policies in Spanish and other languages used by tenants in Housing Developments. See Section 3.18.

### **3.6 Affirmative Marketing**

will conduct affirmative marketing to Individuals with Disabilities and take other steps to affirmatively further fair housing rights.

### **3.7 Accessible Units**

includes designated Housing Units with Mobility features and of designated Housing

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Units with specific Hearing/Vision features. City-certified Accessible Units have been identified in properties constructed after 2019. All other accessible units will be certified by the City after inspections have been completed. Some units may also have certain accessible features but are not fully accessible.

### **3.8 Barriers to Access**

will not create new barriers to accessibility (such as placing obstacles in accessible paths of travel or in accessible public bathrooms) or allow barriers to accessibility to occur due to neglect (such as failing to repair elevators in a reasonable time).

will promptly remove barriers to access.

### **3.9 No Retaliation**

will not retaliate against any tenant, applicant, or associated person for exercising rights under the law or this Policy, or for requesting that

comply with these Policies or any anti-discrimination regulations or City Health and Safety Ordinances.

### **3.10 Confidentiality**

- a. will keep any disability related or medical information gathered from tenants or

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applicants confidential. This information will be maintained in files separate from the person's tenant file.

- b. \_\_\_\_\_ will share information about disabilities only with staff members who specifically need to know for purposes of managing \_\_\_\_\_ or as required by these policies, or as legally required;
- c. \_\_\_\_\_ will ask in writing if it needs any additional information to process any requests for reasonable accommodations or for accessible units (unless tenants request another form of communication). See Appendix 4, Additional Information for Request for Reasonable Accommodations;
- d. \_\_\_\_\_ will document all attempts to verify the existence of a disability and the need for a requested reasonable accommodation, and update the tenant of progress in a timely manner.

### **3.11 Limits on Property's Use of Disability-Related Information**

\_\_\_\_\_ will only assess applicants for housing occupancy using non-discriminatory eligibility criteria. Disability may only be considered in reference to:

- a. requests for accessible units;
- b. requests for reasonable accommodations;

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- c. requests for auxiliary aids and services, and communications in alternative formats;
- d. occupancy in properties where the eligibility for admissions is legally permitted to be limited to Individuals with Disabilities; and
- e. occupancy in properties that utilize a legal selection preference for Individuals with Disabilities.

When information about disability is necessary,

will limit its inquiries

to what is necessary to establish eligibility or a specific accommodation.

Additional information will only be requested if the information:

- a. is necessary to verify that the tenant or applicant has a disability; and/or
- b. is necessary to demonstrate the nexus between the disability and the need for a requested accommodation, including a structural change to a unit, a public or common use area, or a program or an activity, including a unit with specific accessibility features.

cannot ask for

any additional information if the disability and the disability-related need for a requested accommodation are obvious, readily apparent, or already

known. Only if the disability and/or the need for the requested

accommodation are not obvious or already known, then in the situations

above

may

request disability related information.

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may not ask for a diagnosis or ask about the nature or severity of the disability.

[ will keep confidential all medical and other information about the individual's disability. If that information is retained by the Development, it is required to be kept in locked files that are separate from general applicant or tenant files.

### **SPECIFIC ACTIVITIES**

#### **3.12 Waiting Lists**

maintains waiting lists for Conventional Units and for Accessible Units in the chronological order of application. Applicant households with Individuals with Disabilities who need the features of the Accessible Units are given priority for those Units in accordance with their order on the Accessible Unit Waiting List.

Current tenant households who need the features of an Accessible Unit will be placed on the Accessible Unit Transfer List (see Section 3.13).

Requests for Accessible Units from existing tenants or from applicants will be coordinated through the

management office. Should an applicant household with an Individual with a Disability choose not to move into a Conventional Unit when one becomes available, that household can retain its position on both waiting lists until the appropriate unit becomes available.

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Admissions and transfers to the Accessible Units will be handled as set out in Section 3.13 and 3.14 below.

will verify eligibility

for the Accessible Units at the time those Units become available for rent.

### **3.13 Filling Vacancies in Accessible Units**

agrees to use

suitable means to assure that information regarding the availability of Accessible Units reaches eligible Individuals with Disabilities in the City of Los Angeles, and will take reasonable, nondiscriminatory steps to maximize the utilization of such units by eligible individuals whose disability requires the accessibility features of the particular unit.

In the event that more than one household has requested an Accessible Unit, Owners must offer the unit to households in their chronological order on the Waiting Lists within each category (Mobility or Hearing/Vision). In the event the applicant does not qualify Owner must provide prompt written notification to any rejected applicant stating the grounds for the rejection.

will take the

following steps when an Accessible Unit becomes vacant:

- a. first, offer the unit to a current occupant of the Housing Development who needs the features of an Accessible Unit;

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- b. second, offer the unit to a current occupant of a Housing Development under common control who has requested and needs the features of an Accessible Unit;
- c. third, offer the unit to an eligible, qualified applicant with disabilities on the Housing Development's waiting list who needs the features of an Accessible Unit;
- d. fourth, offer the unit to a current tenant of a Covered Housing Development who needs the accessible features of the Accessible Unit and is listed on the Tenant Registry.
- e. fifth, offer the unit to qualified applicants who need the accessible features of the Accessible Unit and is listed on the Applicant/Tenant Registry.

If there is no eligible current tenant or applicant in need of accessible features, then the Development must conduct targeted outreach and marketing to advertise the unit to qualified individuals who need its accessible features, including:

- a. listing the unit as vacant and available to individuals who need the accessible features at <http://www.accesshousingla.org>; and
- b. in accordance with the Owner's Property Management Plan, sending an e-mail notification of the City-approved marketing flyer in an accessible format to organizations that serve individuals with disabilities on the Mandatory Affirmative Marketing Outreach List (<http://www.accesshousingla.org>).

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If, after using the process identified above, there are no households who need the features of that Accessible Unit, then after receiving AcHP approval, Owners may offer the unit to the next household on the Conventional Unit Waiting List. In order to obtain AcHP approval, Owners must provide a list of all actions taken to find applicants who need the features of the available accessible unit. The list should also describe the results of these actions. Should the applicant on the waiting list choose not to occupy the Accessible Unit, they will remain at their same position on the Conventional Unit Waiting List.

If the household chooses to occupy the Accessible Unit, the tenant must sign a Lease Addendum in the form approved by AcHP (Appendix 6, Lease Addendum: Tenant's Agreement to Vacate Accessible Unit) any time the lease for an Accessible Unit is signed. The Lease Addendum requires the household to move to the next vacant, non-accessible unit of comparable size, finishes, and amenities at the same Development and at the Owner's expense, within thirty (30) days of notice by the Owner or Property Management Agent, or when given the minimum amount of notice required under California law, by that there is an eligible applicant or existing resident with a disability who requires the accessibility features of that Unit. Tenants with a month-to-month tenancy will be given the period of notice required by California law of changes to the terms of their tenancy, which will be consistent with the requirements of the Lease Addendum. Owners are responsible for

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enforcement of the Lease Addendum and the notice provided to month-to-month tenants.

For individuals who are required to vacate an Accessible Unit because it is needed by an Individual with a Disability, Owners must pay the costs of transferring to a comparable Conventional Unit that meets affordability and program eligibility requirements of the household to be relocated, including new utility deposit(s), if required, and moving-related expenses. These costs are eligible project expenses.

A household with a disability-related need for some, but not all, of the features of an Accessible Unit will not be required to sign a Lease Addendum stating they will move in the event that there is another household with an individual who could utilize more of the features of that Unit. However, that household may be offered a Conventional Unit with reasonable accommodations/modifications provided by

If that household voluntarily agrees to move to a Conventional Unit with reasonable accommodations/modifications, then

must provide the

same expenses described above, as well as pay for accessibility features in the new Conventional Unit.

When there is not yet a Lease Addendum, Owners may offer Conventional Units as they become available, first to households occupying Accessible

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Units who do not need the accessible features of that Unit, and then to others on the Development's waiting list.

will not charge additional fees for a transfer or require an increased security deposit. However, if the Unit being vacated has been damaged, repairs will be paid from the existing security deposit; the difference between the balance remaining and the security deposit requirements of

will be charged to the tenant. If a household occupying an Accessible Unit only needs certain accessibility features, that household may be offered a Conventional Unit with reasonable accommodations/modifications that meet their needs provided by .

If that household voluntarily agrees to move to a Conventional Unit, then must pay for the reasonable moving-related expenses, and provide and pay for the structural changes needed as a reasonable accommodation in the new Conventional Unit.

### **3.14 Requests for Transfers for Disability Related Reasons**

maintains a Transfer List for Accessible Units. Any tenant household with an Individual with a Disability may request such a transfer at any time by filling out a Transfer Request Form or Request for Preference. See Appendix 7, Request for Priority for a Unit with Accessibility Features.

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will notify tenants of the right to request a transfer to a unit that has accessible features or to request structural changes to their units as a reasonable accommodation to make them more accessible if someone in their household has or develops a disability and needs accessibility features that their unit does not have. If the tenant desires, the household will be put on the Transfer List for the next Accessible Unit.

When transferring a tenant to an Accessible Unit,

will offer to pay the costs of moving the tenant to the new unit. These costs include new utility deposit(s) required by the utility company, reasonable accommodations, and reasonable moving-related expenses.

will not charge additional fees for a transfer to an Accessible Unit or require an increased security deposit.

will not charge the tenant an increased rent beyond the level of the tenant's existing unit, unless the tenant chooses a unit with an additional bedroom and that unit is not selected to address a reasonable accommodation request. If the new unit has a permissible higher rent,

will notify the transferring tenant of the new rental amount at least thirty (30) days in advance of the tenant signing the lease for the new unit.

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The tenant is free to choose not to move into that unit.

\_\_\_\_\_ will maintain a Transfer List of current tenants with disabilities who have requested a transfer to an Accessible Unit. The list will include tenants residing in Housing Developments under common control. Tenants living in \_\_\_\_\_ have priority over other tenant households who live in developments under common control. In situations in which a person waiting for a transfer to an Accessible Unit rejects an offer for a unit that meets their needs, the applicant will remain in the same position on the Transfer List for the next Accessible Unit.

When a Conventional Unit is expected to become vacant, \_\_\_\_\_ will offer that Unit to the first household on the Conventional Unit Waiting List (based on any preferences applicable to the project), regardless of whether that applicant has requested an Accessible Unit. If this applicant has indicated a disability-related need for an Accessible Unit, we will notify the applicant in writing that the unit is not accessible. If the applicant prefers to wait for an Accessible Unit, the household will remain at the top of the Conventional Unit Waiting List and will be offered an Accessible Unit that matches all of their specified needs/eligibility in the order in which they are on the Accessible Unit Waiting List.

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An eligible family with a member who has a disability may choose to lease a Conventional Unit, if no Accessible Unit is available when the household reaches the top of either waiting list. If requested,

will make physical alterations to the Conventional Unit as a reasonable accommodation, unless the alterations would result in an undue financial and administrative burden to

Because some Conventional Units may contain accessibility features or may be accessible for other reasons,

will provide information about these units' features to individuals who have indicated a disability-related need so that they can choose whether they want to lease those units. For example, an individual may have difficulty climbing stairs. If so, a ground floor Conventional Unit may meet their needs, even though the unit does not otherwise meet all the standards of a Housing Unit with mobility features.

### **3.15 Reasonable Accommodations**

will make changes to policies, practices, and procedures and will make structural modifications to Existing Housing Units and other common areas in

to ensure that Individuals with Disabilities, and households including Individuals with Disabilities, have full and equal access to housing covered by these Policies.

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commits to granting disability-related reasonable accommodation requests unless they fundamentally alter the nature of the Development's programs or impose an undue financial and administrative burden, considering all resources available to the Owner as more fully explained below.

Reasonable accommodations are changes, modifications, exceptions, alterations, or adaptations in rules, policies, practices, programs, or activities that may be necessary to:

- i. provide an Individual with a Disability an equal opportunity to use and enjoy a dwelling, including public and common use areas of a development;
- ii. participate in, or benefit from, a program, service or activity; or
- iii. avoid discrimination against an Individual with a Disability.

Reasonable accommodations may include, but are not limited to:

- i. allowing a support animal in a "no-pets" building (service animals are allowed without an accommodation request);
- ii. allowing payment of rent on a date other than the first of the month if necessary due to the date the tenant receives disability income;
- iii. granting a reserved parking space closer to the individual's unit;
- iv. providing additional accessible or assigned parking where required accessible parking is not sufficient to meet the needs of tenants and applicants;

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- v. transferring a tenant in a non-elevator building who has difficulties walking up or down stairs to a ground floor unit with no or very few stairs;
- vi. requesting that  
notify another individual in addition to the tenant or applicant when any concerns arise (See Appendix 8, Supplemental and Optional Contact Information for Applicants); and
- vii. accepting references from professional caregivers and others when landlord references are not available for a person moving from a nursing home or other places that serve Individuals with Disabilities.

Reasonable accommodations, sometimes called modifications, include physical and structural changes made to existing facilities, including structural changes to interiors and exteriors of dwellings and to common and public use areas. They include, but are not limited to:

- i. installing a wheelchair ramp;
- ii. installing grab bars in the shower or bathroom;
- iii. installing higher toilet seats;
- iv. installing a roll-in shower;
- v. installing visual alerting systems and flashing lights for individuals who are deaf or hard of hearing;

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- vi. adjusting counter heights for individuals who use wheelchairs;  
and
- vii. adjusting the height of closet rods.

### **a. When Can I Ask for a Reasonable Accommodation?**

An Individual with a Disability may request a reasonable accommodation at any time during the application process, tenancy period or eviction process, and in some circumstances after judgment.

### **b. How Do I Make a Request for a Reasonable Accommodation?**

You, or someone acting on your behalf, can ask property management staff for a reasonable accommodation. An individual does not need to use the phrase “reasonable accommodation” to initiate a request.

Any oral or written statement will be treated as a request for a reasonable accommodation made to

indicating that

the person is seeking a change in a policy or practice or an alteration to a unit or physical feature of the development due to a disability.

will provide

the individual with a reasonable accommodation form to complete (See Appendix 3, Optional Request Form for Reasonable Accommodations and/or Auxiliary Aids Pursuant to Effective Communication Policy).

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will make request forms available in alternate formats upon request (refer to Sections 3.5 and 3.18 on Effective Communication).

If you ask for assistance or someone asks for it on your behalf, will provide help in completing the form.

### **c. What Happens When I Ask for an Accommodation?**

Property management staff from will write the date of submission of the request, enter it into the Reasonable Accommodation log, and give a copy of the request to the person making the request.

will promptly process requests for reasonable accommodations.

### **d. What Are the Grounds for Reasonable Accommodation Requests To Be Granted or Denied?**

will provide reasonable accommodations when there is a relationship or nexus between the disability and the requested reasonable accommodation. The reasonable accommodation must afford the person requesting it an equal opportunity to use and enjoy the housing, applicant, or tenant services.

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will pay for  
any costs associated with providing a reasonable accommodation.

will not  
charge a tenant for providing the reasonable accommodation.

will only  
deny requests if:

- i. there is no disability-related need for the reasonable accommodation;
- ii. the request will result in an undue administrative and financial burden on considering all resources available to the Owner; or
- iii. the request will fundamentally alter the nature of

's program.

A fundamental alteration to the nature of the program exists when a tenant requests something completely different from what

usually

offers. For example, if a tenant seeks to have

pay for

supportive services that are not a feature of

's housing

program. A fundamental alteration is a modification that alters the essential nature of a provider's operations.

Many of these items will already be provided in Accessible Housing Units, but

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will also provide them as reasonable accommodations in Conventional Units, unless they create an undue burden.

The fact that the request may result in some expense to \_\_\_\_\_ is not, in and of itself, an undue administrative and financial burden.

Requests can only be denied after \_\_\_\_\_ uses the interactive process.

**The existence of the requisite number of Accessible Housing Units does not eliminate the need to provide reasonable accommodations in other units or to public or common use areas.**

### **e. What Is the Interactive Process?**

If \_\_\_\_\_ believes there may be an undue financial and administrative burden or a fundamental alteration or that the request is not a disability related need, \_\_\_\_\_ will engage in a discussion with the Individual with a Disability to get further information or determine if there is an alternative accommodation that will meet the person's needs. This is referred to as the "interactive process."

While the interactive process can occur at any time, it is required to occur before denying a reasonable accommodation. The interactive process often results in a mutually satisfactory accommodation that is effective in meeting the individual's disability-related needs.

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Individuals with Disabilities are most knowledgeable regarding their disabilities and what accommodations may be necessary. An individual is not obligated to accept an alternative accommodation suggested by \_\_\_\_\_ if they believe it will not meet the need and the preferred accommodation is reasonable.

\_\_\_\_\_ will not force an Individual with a Disability to accept an accommodation that they do not find acceptable.

Any determination that a requested reasonable accommodation poses an undue financial and administrative burden or results in a fundamental alteration will be made on a case-by-case basis after the interactive process has been undertaken. Decisions about undue financial and administrative burdens will take into account such factors as the nature and cost of an accommodation, the financial resources of the Owner, the benefits that the reasonable accommodation would provide to the requestor, and the availability of alternative, less expensive accommodations that would effectively meet the requestor's disability-related needs. Merely doing something in a different manner usually does not constitute an undue administrative burden. For example, a tenant with an intellectual disability may need a specific reminder from the Property Manager each month that the rent is due, and that does not constitute an undue administrative burden. The Owner is still required to provide a reasonable accommodation up to the point of an undue financial and administrative burden.

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### **f. Will I Automatically Get My Accommodation?**

When a disability or the need for a specific reasonable accommodation is not obvious or already known, may request verification of the existence of the disability and that the reasonable accommodation requested may be necessary due to a disability (there is a connection between the functional limitations of the disability and the requested reasonable accommodation).

will seek only the minimum information needed to determine if the reasonable accommodation sought would serve an individual's disability-related need (see Appendix 4, Additional Information for Request for Reasonable Accommodations). Any reliable third party with relevant information may provide the verification. It need not be a doctor, medical provider, or professional.

will not inquire into the specifics of the disability, such as the diagnosis, or the severity of the disability beyond these inquiries and will not request medical records.

### **g. Processing Requests for Accommodations**

will look at the following things when deciding whether to grant your request:

- i. Does the individual or the household member making the request have a disability?

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- ii. Is there a nexus or relationship between the functional limitations of the disability and the reasonable accommodation requested?

If the answers to questions (i) and (ii) are "yes,"

will grant the

request, except as set out in the next section.

### **h. When Can**

#### **Deny a Request for Reasonable Accommodations?**

will only

deny a request if:

- i. there is no disability;
- ii. there is no nexus (relationship) between the disability and the request. For example, if a person who uses a wheelchair but who does not have a vision disability requested materials in Braille, the individual might not be able to show a nexus between their mobility disability and the request for Braille materials;
- iii. after engaging in an interactive process to determine whether alternative accommodations would serve the needs of the Individual with a Disability,

determines that granting the request would pose an undue financial and administrative burden on

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; or

- iv. after engaging in an interactive process to determine whether alternative accommodations would serve the needs of the Individual with a Disability,

determines that granting the request would fundamentally alter the nature of the

program.

will evaluate

these considerations on a case-by-case basis. A reasonable accommodation is made based on a specific need; therefore,

will not consider

whether they could offer this reasonable accommodation to everyone who might possibly ask for it.

### **i. Decisions to Approve or Deny Reasonable Accommodation Requests**

all requests

must be completed promptly, but **no later than thirty (30) days** after all required information for processing the request is obtained, keeping in mind the timeline of the needs of the individual with the disability, which may require providing the accommodation sooner (See Appendix 5, Approval or Denial of a Reasonable Accommodation Request, including

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Reasonable Modification and Effective Communication Requests). Once a reasonable accommodation agreement is reached that is agreeable to both parties,

will note the agreement in the tenant's records. An accommodation should be put into effect promptly. If it is a structural accommodation, then it must be undertaken and completed in a timely manner. Notice of approval for a structural accommodation must state clearly when the construction work is anticipated to be implemented, as well as the time frame for completion.

If \_\_\_\_\_ makes a decision to deny a request for a reasonable accommodation, the Property will put the decision in writing and will clearly state the reason for the decision. A decision to deny a request for reasonable accommodation will be made in writing by senior property management staff, who will document the reasons for the decision to deny the request. The notice of denial will provide information about how to file an appeal/grievance (see Appendix 5, Approval or Denial of a Reasonable Accommodation Request, including Reasonable Modification and Effective Communication Requests). If a reasonable accommodation request for physical modifications is granted and the subsequent construction would be such that the tenant requires relocation for a limited period of time,

\_\_\_\_\_ will provide temporary relocation.

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### 3.16 Assistance Animals, Including Service Animals and Support Animals

#### a. The Laws that Apply

A variety of state and federal laws provide tenants, prospective tenants with disabilities, and tenant's guests the right to have a **support animal**, pursuant to the reasonable accommodations policies and procedures set forth above. State and federal laws also give Individuals with Disabilities who visit or live in a housing development the right to be accompanied by a **service animal**.

These rights are discussed separately below.

#### b. What are Assistance Animals?

An assistance animal is not a pet. It is an animal that works, provides assistance, or performs tasks for the benefit of an Individual with a Disability or provides emotional support that alleviates one or more identified symptoms or effects of a individual's disability. **Assistance Animals** include **Service Animals** and **Support Animals**, but the rules are different for the two different types of Assistance Animals.

#### c. What are Service Animals?

Generally, it is a dog, however it can be other animals, such as a miniature horse, that has been trained to do work or perform a specific task for an individual with a physical, sensory, psychiatric, intellectual, or other disability. Service animals are trained to take specific action when

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needed to assist the Individual with a Disability. Service animals provide a wide variety of assistance. They may guide individuals who are deaf or blind, may fetch items for an individual in a wheelchair, may alert an individual with diabetes when blood sugar is low, may alert an individual with depression to take medication, may take specific actions to help someone with an impending anxiety attack or with Post-Traumatic Stress Disorder, or may detect the onset of a seizure in a person with epilepsy and help keep the individual safe during the seizure. Service animals in these Policies may be referred to as “service dogs.”

Individuals may have more than one service animal. For example, a person with a seizure disorder and a visual disability may use one service animal to assist them in navigation and another that is trained as a seizure alert animal.

There is no legal requirement for service dogs to be visibly identified or to have documentation. Service dogs are not required to wear a vest, ID tag, or special harness. There is no requirement that a service dog completes a formal training program. A service dog may have been trained by its owner or still be in training.

Reasonable accommodation procedures may **not** be imposed on an Individual with a Disability, in order for the individual to be accompanied by a service animal.

### **d. When are Service Animals Allowed?**

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permits service animals in all areas. Tenants and their guests are allowed to have service dogs in their units, and in all public areas of , even in buildings with “no pet” policies. Service dogs in training are also allowed. will not demand verification of disability or need for the service dog and will not inquire as to the nature or extent of the individual’s disability.

may only ask two questions to determine whether a dog is a service animal:

- i. Is this a service dog that is required because of a disability?
- ii. What work or tasks has the service dog been trained to perform?

These questions can only be asked when it is not obvious what service an animal provides. In such cases, only the above limited inquiries are allowed. Repeated inquiries should not be made.

No other inquiry into the disability will be conducted and the service dog will be permitted even without documentation of the disability/need for the animal from a third party.

will not ask for any documentation about the dog or require that the dog demonstrate its task.

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will not

deny access to a service dog unless:

- i. the dog is out of control, and its handler does not take effective steps to control it; or
- ii. the animal poses a direct threat to the health or safety of others that cannot be eliminated or reduced to an acceptable level by a reasonable accommodation to other policies, practices, and procedures. A determination that a service animal poses a direct threat must be based on an objective, individualized assessment of the specific service animal's actual conduct — not on fears, stereotypes, or generalizations about that type of animal. There can be no general restrictions on type, breed, size, or weight of an animal.

If the animal is not admitted due to one of these circumstances, the Individual with a Disability can still be admitted to the Development without the animal.

### **e. When Are Support Animals Allowed?**

While service animals are allowed, other assistance animals, including emotional support animals that do not perform specific tasks but provide support by their mere presence, may be allowed as a reasonable accommodation. It is important to distinguish between psychiatric service dogs, who perform a specific task, and support animals.

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will evaluate a request from an Individual with a Disability for a reasonable accommodation to keep or be accompanied by an assistance animal (other than a service dog described above) using the same procedures and general principles that apply to all reasonable accommodation requests (see Sections 2.11, 3.4 and 3.15). After receiving the request, will consider:

- i. Does the person seeking to have the animal have a disability?
- ii. Does the person making the request have a disability-related need for a support animal? In other words, does the animal provide emotional support that alleviates one or more of the identified symptoms or effects of their disability?

If the answers to questions (1) and (2) are "yes,"

will modify or provide an exception to a "no pets" rule or policy to permit an Individual with a Disability to have a support animal(s), in all areas of the premises unless doing so would:

- i. impose an undue financial and administrative burden;
- ii. would fundamentally alter the nature of the housing development's services;
- iii. the specific assistance animal in question poses a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation; or

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- iv. the specific assistance animal in question would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation.

In making a determination regarding a reasonable accommodation request for an assistance animal,

will comply

with all requirements regarding reasonable accommodations in Sections 3.4 and 3.15.

### **f. Putting It Together**

When a tenant, applicant, or visitor seeks to access

with a service

animal,

will first:

- a. ask whether the animal is a service animal required because of a disability, and if so,
- b. ask what work or tasks the service animal has been trained to perform.

These questions can only be asked when it is not obvious what service an animal provides. In such cases, only the above limited inquiries are allowed and should not be repeated.

If the answer to the first question is “yes,” and the dog has been trained to perform work or a task, the animal must be permitted to accompany the person to all areas where individuals are normally permitted to go,

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unless (1) the animal is out of control and its handler does not take effective action to control it, or (2) the animal poses a direct threat to the health or safety of others that cannot be eliminated or reduced to an acceptable level by a reasonable modification to other policies, practices, or procedures.

If the animal does not meet the service animal test, then \_\_\_\_\_ will evaluate the request for a support animal according to its usual reasonable accommodation policies and Section 3.15 above.

### **3.17 Guidelines for Assistance Animals, Including Service Animals and Support Animals**

For **all** assistance animals, \_\_\_\_\_ will apply the following guidelines:

- a. \_\_\_\_\_ will not charge additional fees or deposits to an Individual with a Disability for using an assistance animal. Tenants can be held liable for any damage or injury the animal actually causes. If, prior to the adoption of this policy, any tenant was required to pay a security deposit or any other fee in connection with an assistance animal \_\_\_\_\_ will refund the amount paid within 90 days of the date this policy was adopted.
- b. \_\_\_\_\_ will not exclude specific breeds of animals or species, nor set limits on size or

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weight. However, an animal may be excluded if the specific animal in question poses a direct threat to the health or safety of others or would cause substantial damage to the property of others and if the situation cannot be reduced or eliminated by reasonable accommodation.

c. A determination that an assistance animal poses a direct threat will be based on an individualized assessment of the specific animal's actual conduct – not on fears, stereotypes, or generalizations.

d. \_\_\_\_\_ will allow the assistance animal to accompany the Individual with a Disability to all areas of the facility where members of the public are allowed to go, including laundry rooms, recreational areas, offices, and dining areas. Assistance animals may normally be excluded from pools, if required by public health rules, but must be allowed on the pool decks and surrounding areas. There may be specific instances where a reasonable accommodation allowing service animals in the pool will need to be considered.

e. The individual with the assistance animal is held responsible for the proper disposal of animal waste.

\_\_\_\_\_ 's policies may require that all waste and cat litter be disposed of in a proper manner. \_\_\_\_\_ will allow residents who are unable to comply with these requirements personally to make arrangements for help, such as through family, friends, or assistants.

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- f. The Individual with a Disability has the responsibility to care for and supervise the assistance animal, including toileting, feeding, grooming, and veterinary care.
- g. The Individual with a Disability must retain full control of the animal at all times. This means that when an assistance animal is in common areas, it is either under control on a leash, in a carrier, or otherwise under the control of its owner or handler. Some service animal tasks cannot be completed while on a leash, such as picking up an item at a distance so the animal must be under voice control. When in the presence of others, the animal is expected to be well-behaved.
- h. In the event that an owner or handler fails or is unable to exercise proper control of an assistance animal in a common area,  

may ask

the person to remove the animal from the immediate area. For example, continual barking in a quiet place may not be appropriate, unless it is the task the dog is trained to perform. If a dog barks just once or barks because someone has provoked it, that does not mean the dog is out of control.

### **3.18 Effective Communication**

#### **a. Overview**

will ensure

that communications with applicants and tenants with disabilities and the general public are as effective as its communications with individuals without disabilities. To meet this obligation,

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will take necessary steps to provide appropriate auxiliary aids and services to ensure that Individuals with Disabilities have an equal opportunity to participate in, and benefit from, their Housing Development and services provided.

will provide, **at its expense**, auxiliary aids and services for effective communication with its residents, applicants, and employees.

Individuals will not be asked or required to provide and/or pay for their own interpreters. An Individual with a Disability may request a specific type of auxiliary aid or service as their preferred method of communication.

### **b. Provision of Auxiliary Aids and Services**

Auxiliary aids are aids, services, or devices that enable individuals with vision, hearing, manual, or speech impairments to have an equal opportunity to participate in, or enjoy the benefits of, programs, services, or activities, including housing and other programs, services, and activities.

Auxiliary aids and services may include, but are not limited to:

- i. qualified sign language interpreters on-site or through video remote interpreting (VRI) services, note takers, real-time computer-aided transcription services (CART), written

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materials, exchange of written notes, assistive listening device systems, or other effective methods of making aurally delivered information available to individuals who are deaf or hard of hearing;

- ii. qualified readers, taped texts, audio recordings, Braille materials and displays, screen reader software, magnification software, optical readers on computers available for viewing by applicants or residents, large print materials, accessible electronic and information technology formats for documents supplied by e-mail or on a disc, transcribing non-readable PDF and other digital formats into formats that can be read by screen-readers, or other effective methods of making visually delivered materials available to individuals who are blind or have low vision;
- iii. speech-to-speech relay phone service or visually assisted speech-to-speech relay phone service through Skype for individuals with speech disabilities;
- iv. providing oral explanations and assistance in completing forms for individuals with cognitive or other disabilities.

The type of Auxiliary Aid or service necessary to ensure effective communication will vary in accordance with the method of communication used by the individual; the nature, length, and complexity of the communication involved; and the context in which the communication is taking place.

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In determining what types of auxiliary aids and services are necessary,  
shall give

**primary** consideration to the requests of Individuals with Disabilities.

In order to be effective, auxiliary aids and services must be provided in accessible formats, in a timely manner, and in such a way as to protect the privacy and independence of the Individual with a Disability.

will provide  
upon request from individuals, forms, notices, and other information in alternative formats and languages, including in response to requests to automatically receive in a requested alternate format all print materials distributed, posted, or made available to applicants and residents.

### **c. How Will My Request for Auxiliary Aids and Services Be Treated?**

In determining which auxiliary aids and services to provide,  
will give  
primary consideration to the requests of the Individual with a Disability.

The preferred choice must be honored unless it can be shown that:

- i. another equally effective means of communication is available;
- ii. the use of the means chosen would result in a fundamental alteration in the service, program, or activity; or
- iii. the use of the means chosen would result in an undue financial and administrative burden to

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- iv. If an action would result in such an alteration or burden, shall take any other action that would not result in such an alteration or such burdens but would nevertheless ensure that, to the maximum extent possible, Individuals with Disabilities receive the benefits and services of the program or activity.

Adult family and friends will not be required or used to interpret, except (1) in an emergency involving an imminent threat to the safety or welfare of an individual or the public when there is no qualified interpreter available; or (2) at the choice of the individual when the individual requests this, the accompanying adult agrees, and reliance on the accompanying adult is appropriate under the circumstances.

A minor child will not be used except in an emergency involving an imminent threat to the safety or welfare of an individual or the public where there is no qualified interpreter available.

must endeavor to provide auxiliary aids and services immediately on an as-needed basis, and “walk-in” requests for auxiliary aids and services will be honored to the extent possible. However, there may be instances in which it is not possible to provide requested auxiliary aids and services immediately, such as arranging for Braille materials or American Sign Language interpreters.

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requests that individuals needing these services, where possible, make the request for auxiliary aids or service in advance of when needed (see Appendix 3, Optional Request Form for Reasonable Accommodations and/or Auxiliary Aids Pursuant to Effective Communication Policy). However, can assist you even without the form.

If has reason to believe that an individual will require an auxiliary aid or service, such as an interpreter or materials in alternate formats, will promptly initiate the individualized assessment process to identify what auxiliary aids and/or services will be necessary to ensure effective communication.

will provide every tenant an opportunity to identify a third person to assist with communications and support and must use HUD Form HUD-92006 (5/09) or an equivalent form to identify such individuals (see Appendix 8, Supplemental and Optional Contact Information for Applicants, which can also be used by existing tenants).

If makes a decision to deny a request for an auxiliary aid, it will put the decision in writing, will clearly state the reason for the decision, and initiate the interactive process. If that is unsuccessful,

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will provide  
the information about how to initiate an appeal/grievance.

shall take  
actions to ensure that, to the maximum extent possible, Individuals  
with Disabilities will receive the benefits and services of the program or  
activity.

### **3.19 What is the City's Enhanced Accessibility Program?**

AcHP is working to develop this program that provides additional features for individuals who are blind or have low vision or who are deaf or hard of hearing.

For individuals who are blind or have low vision, auxiliary aids and enhanced accessibility features provided pursuant to the City's program shall include, but are not limited to, the following: appliances and gym equipment with buttons, knobs, tactile markings, and audio features rather than touch screens; intercom and other security systems at apartment building main entrances must be accessible to individuals with sensory disabilities. Entry system cannot rely on a resident's or guest's ability to see; key fob access to controlled areas rather than touch screens or key cards, must be provided; thermostats and air conditioning controls must have buttons rather than touch screens and must provide audio feedback; apartment mailboxes must have bump dots or raised lettering; vending machines must have Braille, large print or audio features that enable use without vision; apartment doors and doors to public and common use areas

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must have raised letters/numbers, Braille and large print signage; elevator buttons with Braille and raised/large print; audible elevator floor indicators, accessible electronic copies of leases, Development rules and Development notices that conform to the W3C's Guidance on Applying WCAG 2.0 to Non-Web Information and Communications Technologies (WCAG2ICT) for shorter documents and the International Digital Publishing Forum's EPUB3 standard for lengthy or complex documents; enhanced lighting; emergency evacuation information in accessible formats, handrails on stairways, contrast on stair noses; and effective communication training provided to Development personnel upon request. When gym equipment and appliances are provided, including but not limited to exercise equipment, ranges, microwaves, dishwashers, washers and dryers, they must be provided so they are accessible to individuals who are blind or have low vision.

For individuals who are deaf or hard of hearing, auxiliary aids and accessibility-related features provided by subrecipients, Owners, and Property Management Agents pursuant to the City's program shall include, but are not limited to, the following: emergency systems (e.g., fire alarms, carbon monoxide detectors, smoke alarms) with light alerts or other visual or tactile alerting (e.g., bed shakers); doorbells with light alerts or other visual alerting; intercom and security systems at building entrances that do not rely on a resident's or guest's ability to hear; sign language interpreters available to provide access to meetings and social gatherings; use of audio amplification systems and assistive listening systems at resident meetings;

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activated closed-captioning on televisions located in public areas; using telephone relay systems or other electronic methods (e.g., text messaging) to communicate with deaf individuals; and effective communication training provided to Development personnel upon request; video phones provided in common use areas with high speed internet; video connections for intercoms; message boards in text format; close captioning turned on at all times on all televisions and projected media in common use areas; assistive listening devices and loops in rooms where there are public presentations; and acoustically designed common areas.

### **3.20 Appeal and Grievance Procedures**

**will use the following grievance procedures:**

- a. **will provide** timely written notice to an applicant or tenant of any denial of, partial denial of, or delay in responding to any disability related request, including but not limited to, effective communication requests for auxiliary aids and services and requests for reasonable accommodations. We will also notify an applicant or tenant if they are removed from or denied placement on a transfer or waiting list or of any other adverse determination concerning any disability related request or eligibility for a disability preference.
- b. The notice will include:

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- i. the name, title, and contact information of an individual who they can contact in regard to the action and the grievance procedure;
  - ii. a description of the action;
  - iii. the reasons for the action with enough specificity to allow the individual to prepare an informed rebuttal;
  - iv. information about how the tenant or applicant can view and copy their file and any records related to the adverse action;
  - v. the availability of a meeting with a manager or other supervisory individual not involved in the decision on the action;
  - vi. the time deadlines and process for requesting the meeting in (v);
  - vii. the availability of reasonable accommodations and effective communication assistance as needed in exercising the rights in the notice;
  - viii. the location and contact information of the local legal services agency, a local fair housing organization, and an independent living center; and
  - ix. the availability of a procedure through AcHP.
- c. For Denials of Reasonable Accommodation Requests, Appendix 5 will also be provided by

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- d. \_\_\_\_\_ will provide the notice sufficiently in advance of any applicable deadline or adverse action.
- e. \_\_\_\_\_'s grievance procedures include:
- i. the availability of a meeting to contest the action. The meeting will be with a manager or other supervisory individual not involved in the decision on the action;
  - ii. the availability of reasonable accommodations and effective communication assistance as needed to participate in the meeting;
  - iii. the right to view and copy the file and any records related to the adverse action;
  - iv. the right to present evidence and witnesses at the meeting;
  - v. the right to be represented or accompanied by a person of their choice at the meeting; and
  - vi. the right to receive a written decision within five (5) business days of the outcome of the meeting that states the reason for the decision and the evidence relied on in making the decision.
- f. These procedures supplement and do not replace any notice and grievance procedures required by HUD, any funding sources, or other applicable law.
- g. The right to notice and the grievance process are in addition to \_\_\_\_\_'s obligation

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to engage in the interactive process with an individual who has requested a reasonable accommodation.

### **3.21 AcHP Grievance Policies and Procedures**

AcHP will accept grievances about discrimination based on disability in housing and housing programs covered by this Policy. You may submit a grievance to AcHP if you are not satisfied with the outcome of \_\_\_\_\_'s grievance procedure, or you may submit a grievance to AcHP along with your grievance to \_\_\_\_\_.

AcHP grievances may be filed using any of the following methods:

- a. fill an online form at AcHP Website: <http://www.accesshousingla.org>, "File a Grievance" under Tenants/Applicants tab
- b. email to AcHP: [lahd.achp@lacity.org](mailto:lahd.achp@lacity.org)
- c. U.S. mail to: LAHD, Accessible Housing Program, Attention: Grievance, 221 N. Figueroa Street, Suite #1400, Los Angeles, CA 90012
- d. telephone AcHP at (213) 808-8550. Staff will return your message and provide assistance or complete the form on your behalf.

More information about the AcHP grievance process is available by contacting AcHP by any of the methods listed above.

If you are not satisfied with the outcome of the AcHP grievance procedure, you may file an appeal with the Department on Disability ADA Compliance

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Officer ((213) 202-2764 Voice; (213) 202-3452 TTY; (323) 800-2752 Videophone; <https://disability.lacity.org/procedures-forms/americans-disabilities-act-title-ii-grievance-policy-and-procedure>).

### **3.22 Additional Options for Resolving Disputes**

- a. The grievance procedures in Sections 3.20 and 3.21 are in addition to any other administrative or judicial relief that may be available. Applicants and tenants are not required to exhaust these grievance procedures before seeking other administrative or judicial relief that may be available.
- b. Aggrieved individuals may file complaints under the Fair Housing Act with the U.S. Department of Housing and Urban Development or the California Department of Fair Employment and Housing. HUD may also accept complaints under Section 504 of the Rehabilitation Act of 1973 and Title II of the ADA.
- c. Appendix 10, Housing Resources for Tenants with Disabilities, contains a list of organizations that provide assistance.

### **3.23 Department on Disability - Information and Referral Resources**

Additional information about the rights of Individuals with Disabilities and about securing the provision of auxiliary aids from service providers may be requested by calling the City of Los Angeles' Department on Disability at (213) 202-2764 Voice or (213) 202-3452 TTY.