

# Rental Occupancy Policies Related to Disability

**for**

**[PROPERTY NAME – TO BE COMPLETED BY OWNER]**

Prepared by the Accessible Housing Program of the Los Angeles Housing  
and Community Investment Department

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**TENANT HANDBOOK OF RENTAL OCCUPANCY POLICIES  
REGARDING DISABILITY for  
[PROPERTY NAME – TO BE COMPLETED BY OWNER]**

**GENERAL PRINCIPLES**

This Tenant Handbook includes information about the rights of tenants and applicants with disabilities at [PROPERTY NAME – TO BE COMPLETED BY OWNER]

Additional information is in Appendix 10, Tenant Resource List for Individuals with Disabilities. Definitions of technical terms are in Appendix 1, Definitions.

**3.1 Commitment to Fair Housing**

[PROPERTY NAME – TO BE COMPLETED BY OWNER]

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**

[PROPERTY NAME – TO BE COMPLETED BY OWNER]

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 available upon request.

### 3.3 Non-Discrimination

[PROPERTY NAME – TO BE COMPLETED BY OWNER]

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 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

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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).

*italics*; California laws prohibit discrimination based on all of these categories.)

### **3.4 Reasonable Accommodations**

[PROPERTY NAME – TO BE COMPLETED BY OWNER]

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 3.14.

### **3.5 Effective Communication**

[PROPERTY NAME – TO BE COMPLETED BY OWNER]

will provide effective communication so as to ensure that communication with applicants, residents, and members of the public with vision, hearing,

speech, communication, or other disabilities is as effective as communication with individuals without disabilities. See Section 3.17.

### **3.6 Affirmative Marketing**

[PROPERTY NAME – TO BE COMPLETED BY OWNER]

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

### **3.7 Accessible Units**

[PROPERTY NAME – TO BE COMPLETED BY OWNER]

includes [NUMBER OF MOBILITY UNITS] of designated Housing Units with Mobility Features and [NUMBER OF SENSORY UNITS] of designated Housing Units with specific Hearing/Vision features and certified by the City. Other units may also have certain accessible features.

### **3.8 Barriers to Access**

[PROPERTY NAME – TO BE COMPLETED BY OWNER]

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). [PROPERTY NAME – TO BE COMPLETED BY OWNER]

will promptly remove barriers to access.

### **3.9 No Retaliation**

[PROPERTY NAME – TO BE COMPLETED BY OWNER]

will not retaliate against any tenant, applicant, or associated person for exercising rights under the law or this Policy, or for requesting that [PROPERTY NAME – TO BE COMPLETED BY OWNER]

comply with these Policies or any anti-discrimination law.

### **3.10 Use of Disability-Related Information**

[PROPERTY NAME – TO BE COMPLETED BY OWNER]

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;
- 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, [PROPERTY NAME – TO BE COMPLETED BY OWNER]

will limit its inquiries to what is necessary to establish eligibility or a specific accommodation. Additional information will only be requested if the information:

Is necessary to verify that the tenant or applicant has a disability; and/or is necessary to demonstrate the nexus between the disability and the need for the 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.

[PROPERTY NAME – TO BE COMPLETED BY OWNER]

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 [PROPERTY NAME – TO BE COMPLETED BY OWNER]

may request disability related information.

[PROPERTY NAME – TO BE COMPLETED BY OWNER]

may not inquire about the nature or severity of the disability.

[PROPERTY NAME – TO BE COMPLETED BY OWNER]



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**

### **3.11 Waiting Lists**

[PROPERTY NAME – TO BE COMPLETED BY OWNER]

maintains waiting lists for Conventional Units and for Accessible Units. Any applicant Household who desires the features of an Accessible Unit can request to be listed on both the Conventional and Accessible Units waiting lists. 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 list. Applicants with disabilities who need the accessible features of the Accessible Units will be listed on both the Conventional and Accessible Units' Waiting Lists so that they can choose either an Accessible Unit or a Conventional Unit if one becomes available before the other. Existing households who need the features of an Accessible Unit will be placed on the Transfer Waiting List for Accessible Units (addressed in the Transfer section). Requests for Accessible Units from existing residents or from applicants will be centrally coordinated through the development' 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.

Admissions and transfers to the Accessible Units will be handled as set out in Section 3.12 and 3.13 below. [PROPERTY NAME – TO BE COMPLETED BY OWNER]

will verify eligibility for the Accessible Units at the time those Units become available for rent.

### **3.12 Filling Vacancies in Accessible Units**

[PROPERTY NAME – TO BE COMPLETED BY OWNER]

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. To this end, [PROPERTY NAME – TO BE COMPLETED BY OWNER]

will take the following steps when an Accessible Unit becomes vacant:

- a. First, we will offer the unit to a current occupant of [PROPERTY NAME – TO BE COMPLETED BY OWNER]

who has requested and needs the features of an Accessible Unit;

- b. Second, we will 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, we will offer the unit to an eligible, qualified applicant on the 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 are registered with the Website.
- e. Fifth, offer the unit to qualified applicants who need the accessible features of the Accessible Unit and are registered with the Website.

We will conduct targeted outreach and marketing to advertise the unit to qualified individuals who need the accessible features, including listing it as available to individuals who need the accessible features at <http://AccessHousingLA.org>, distributing the information about the accessible vacancy in accord with the Owner's Property Management Plan (PMP), and distributing it to the most up-to-date mandatory affirmative marketing outreach resource list from the Los Angeles Housing and Community Investment Department (HCIDLA) of organizations that serve Individuals with Disabilities.

- f. When improvements are completed to the Accessible Housing Website Registry at <http://www.AccessHousingLA.org>, we will advertise the units by sending an e-blast of the approved marketing flyer in an accessible format to organizations on the <http://www.AccessHousingLA.org> website Outreach List.

- g. Within each of the above categories, in the event that more than one household has requested an Accessible Unit, we will offer the Unit to households in their order on the Waiting Lists within each category.
- h. If, after using the process identified above, there are no households identified who need the features of that Accessible Unit, then we will offer the unit to the next household on the Conventional Unit waiting list. Should the tenant choose not to occupy the unit, they will remain in the same position on the Conventional Waiting list. If the tenant chooses to occupy the Unit, the tenant must sign a Lease Addendum in the form approved by HCIDLA (Appendix 6, Lease Addendum – Tenant’s Agreement to Vacate Accessible Unit) must be signed at the same time the lease is for the accessible unit is signed. The Lease Addendum requires the household to move to the next available, comparable, Conventional unit, when given legal notice by [PROPERTY NAME – TO BE COMPLETED BY OWNER]

that there is an eligible applicant or existing resident with a disability who requires the accessibility features of the unit. A unit is not comparable unless it has the same number of bedrooms and bathrooms, finishes, and amenities. The Owner or Property Management Agent shall ensure that prior to relocation from the accessible unit, the existing tenant to be relocated from the accessible unit meets the affordability and program eligibility requirements of the unit to which the household is to be relocated.

When tenants are required to vacate an Accessible Unit because it is needed by an Individual with a Disability, Owners will pay the costs of their move to a comparable Conventional Unit, including new utility deposit(s), if required, and reasonable moving expenses.

[PROPERTY NAME – TO BE COMPLETED BY OWNER]

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 [PROPERTY NAME – TO BE COMPLETED BY OWNER]

OWNER] will be charged to the tenant. 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. For current residents with an unexpired lease that reside in an Accessible Unit that do not require the features of the Accessible Unit must sign a Lease Addendum either one year from the date this policy is adopted or the date when a new lease is signed, whichever is later. Residents with 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 will enforce the Lease Addendum and will provide the notice to month-to-month tenants.

- i. However, if a household occupying an Accessible Unit only needs certain accessibility features, that household may be offered a Conventional Unit with reasonable accommodations provided by [PROPERTY NAME – TO BE COMPLETED BY OWNER]

If that household voluntarily agrees to move to a Conventional Unit , then [PROPERTY NAME – TO BE COMPLETED BY OWNER]

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.

- j. When there is not yet a Lease Addendum provision in the lease that meets the requirements of this Policy, Owners may offer Conventional Units as they become available, first to households occupying Accessible Units who do not need the accessible features of that unit, and then in order to others on [PROPERTY NAME – TO BE COMPLETED BY OWNER]

's waiting list.

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

[PROPERTY NAME – TO BE COMPLETED BY OWNER]

maintains a Transfer Waiting 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.

Annually, [PROPERTY NAME – TO BE COMPLETED BY OWNER]

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 waiting list for the next Accessible Unit. Tenants who need a transfer as a Reasonable Accommodation for disability-related reasons will be given priority on the transfer list over tenants who request transfers for any reason other than emergencies affecting health or safety.

When **transferring** a tenant to an Accessible Unit, we 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. These costs are eligible project expenses.

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

[PROPERTY NAME – TO BE COMPLETED BY OWNER]

will not charge the tenant an increased rent beyond the level of the tenant's existing apartment, 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, we will notify the transferring tenant of the new rental amount at least 30 days in advance of the tenant signing the lease for the new unit. The tenant is free to choose not to move into that unit.

[PROPERTY NAME – TO BE COMPLETED BY OWNER]

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 [PROPERTY NAME – TO BE COMPLETED BY OWNER]

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, [PROPERTY NAME – TO BE COMPLETED BY OWNER]

will offer that unit to the first household on the Conventional 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 list and will be offered an Accessible Unit that matches all of his or her specified needs/eligibility in the order in which they are on the Accessible Waiting List.

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, [PROPERTY NAME – TO BE COMPLETED BY OWNER]

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 [PROPERTY NAME – TO BE COMPLETED BY OWNER]

Because some Conventional Units may contain accessibility features or may be accessible for other reasons, [PROPERTY NAME – TO BE COMPLETED BY OWNER]

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; a ground floor Conventional Unit may meet his or her needs, even though the unit does not otherwise meet all the standards of a housing unit with mobility features.

### **3.14 Reasonable Accommodations and/or Auxiliary Aid Request Pursuant to Effective Communication Policy**

[PROPERTY NAME – TO BE COMPLETED BY OWNER] is subject to both reasonable accommodation obligations and effective communication requirements. These requirements, while similar in some instances, are subject to different standards. Below is a description of each requirement with examples. See also Section 3.17 Policy on Effective Communication.

#### **a. Reasonable Accommodations**

[PROPERTY NAME – TO BE COMPLETED BY OWNER]

will make changes to policies, practices and procedures, as well as structural modifications to existing housing units and other facilities in [PROPERTY NAME – TO BE COMPLETED BY OWNER]

to ensure that Individuals with Disabilities, and households including Individuals with Disabilities, have full and equal access to housing covered by this Policy. [PROPERTY NAME – TO BE COMPLETED BY OWNER]

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 [PROPERTY NAME – TO BE COMPLETED BY 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 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.

Reasonable Accommodations may include, but are not limited to:

- i. Allowing an assistance animal in a “no-pets” building;
- 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 person’s unit;
- iv. Providing additional accessible or assigned parking where required accessible parking is not sufficient to meet the needs of tenants and applicants;
- v. 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;

- vi. Installing a wheelchair ramp;
- vii. Installing grab bars in the shower or bathroom;
- viii. Installing a roll-in shower;
- ix. Installing visual alerting systems and flashing lights for persons who are deaf or hard of hearing;
- x. Adjusting counter heights for individuals who use wheelchairs;
  - iv. 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; and
- xi. Requesting that [PROPERTY NAME – TO BE COMPLETED BY OWNER]

notify another individual in addition to the tenant or applicant when any concerns arise. See Appendix 8, Supplemental and Optional Contact Information for Applicants

**b. What are Auxiliary Aids?**

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

Examples are:

- i. Giving you documents in large print, Braille, on cassettes or CDs, or electronically; or reading documents to you.

- ii. Providing a sign language interpreter or using a video relay service.
- iii. Notetakers; real-time computer-aided transcription services;
- iv. Providing audio description, or recordings;
- v. Providing closed captioning video;
- vi. See Section 3.17 Policy on Effective Communications for more information on auxiliary aids and services.

c. **When Can I Ask for a Reasonable Accommodation and/or Auxiliary Aid Pursuant to Effective Communication Policy?**

An Individual with a Disability may request a Reasonable Accommodation and/or Auxiliary Aid Pursuant to Effective communication Policy at any time during the application process, tenancy period or eviction process.

d. **How Do I Make a Request for a Reasonable Accommodation and/or Auxiliary Aid?**

You can ask for and fill out a form. Return the form to the Office. See Appendix 3, Optional Request Form for Reasonable Accommodations and/or Auxiliary Aids Pursuant to Effective Communication Policy.

Or, you, or someone acting on your behalf, can ask a staff person for a Reasonable Accommodation and/or Auxiliary Aid. An individual does not need to use the phrase “Reasonable Accommodation” or “Auxiliary Aid” to initiate a request. Any oral or written statement

made to [PROPERTY NAME – TO BE COMPLETED BY OWNER]

indicating that the person is seeking a change in a policy or practice, or an alteration to a unit or physical feature of a development due to a disability, will be treated as a request for a Reasonable Accommodation and/or Auxiliary Aid, and [PROPERTY NAME – TO BE COMPLETED BY OWNER]

will provide the individual with a Reasonable Accommodation and/or Auxiliary Aid Request Form to complete.

[PROPERTY NAME – TO BE COMPLETED BY OWNER]

will make request forms available in alternate formats upon request (refer to Sections 3.5 and 3.17 on Effective Communication);

[PROPERTY NAME – TO BE COMPLETED BY OWNER]

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

**e. What Happens When I Ask for an Accommodation and/or Auxiliary Aid?**

- i. The person from [PROPERTY NAME – TO BE COMPLETED BY OWNER]

will mark the written request with the date of submission, enter into a log, and give a copy of the request to the person making the request; and

ii. [PROPERTY NAME – TO BE COMPLETED BY OWNER]

will promptly process requests for Reasonable Accommodations and Auxiliary Aids.

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

[PROPERTY NAME – TO BE COMPLETED BY OWNER]

will provide Reasonable Accommodations when there is a relationship or nexus between the disability and the requested Reasonable Accommodation and the Reasonable Accommodation will assist in affording equal opportunity to use and enjoy the housing or applicant or tenant services. [ PROPERTY NAME – TO BE COMPLETED BY OWNER]

will pay for any costs associated with providing a Reasonable Accommodation. We will not charge a tenant for providing a Reasonable Accommodation.

We 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 [PROPERTY NAME – TO BE COMPLETED BY OWNER]

considering all resources available to the Owner; or

- iii. the request will fundamentally alter the nature of [Housing Development's] program.

The fact that the request may result in some expense to [PROPERTY NAME – TO BE COMPLETED BY OWNER]

is not, in and of itself, an undue administrative and financial burden.

A

fundamental alteration to the nature of the program exists when a tenant

requests something completely different from what [PROPERTY NAME – TO BE COMPLETED BY OWNER]

usually offers, for example, if a tenant seeks to have the [PROPERTY NAME – TO BE COMPLETED BY OWNER]

pay for supportive services that are not a feature of [Housing Development'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 [PROPERTY NAME – TO BE COMPLETED BY OWNER]

will also provide them as Reasonable Accommodations in Conventional



Units unless they create an undue burden. 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.

**g. What Is the Interactive Process?**

As part of the response process to a request for Reasonable Accommodation, if [PROPERTY NAME – TO BE COMPLETED BY OWNER]

believes there may be an undue financial and administrative burden or a

fundamental alteration, we will engage in a discussion with the Individual

with a Disability to 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 a denial can be made. This process often results in a mutually satisfactory accommodation that is effective in meeting the

person's disability-related need.

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 [PROPERTY NAME – TO BE COMPLETED BY OWNER]

if s/he believes it will not meet the need and the preferred accommodation

is reasonable. [PROPERTY NAME – TO BE COMPLETED BY OWNER]

will not force an Individual with a Disability to accept an accommodation

that he or she does 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.

**h. Will I Automatically Get My Accommodation ?**

When a disability, or the need for a specific Reasonable Accommodation, is not obvious or already known, [PROPERTY NAME – TO BE COMPLETED BY OWNER]

may request verification of the existence of the disability; and that the Reasonable Accommodation requested may be necessary due to

disability (that there is a connection between the functional limitations of the

disability and the requested Reasonable Accommodation ).

[PROPERTY NAME – TO BE COMPLETED BY OWNER]

commits to 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. [PROPERTY NAME – TO BE COMPLETED BY OWNER]

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.

i. [PROPERTY NAME – TO BE COMPLETED BY OWNER]

will keep any personal, disability related or medical information gathered during the Reasonable Accommodation review process confidential. This information will be maintained in files separate from the person's tenant file.

ii. [PROPERTY NAME – TO BE COMPLETED BY OWNER]

will share information about the requested Reasonable Accommodation only with staff members who specifically need to know for purposes of managing the [PROPERTY NAME – TO BE COMPLETED BY OWNER]

or as required by these policies, or as legally required;

ii. [PROPERTY NAME – TO BE COMPLETED BY OWNER]

will ask in writing if it needs any additional information to process the request (unless otherwise requested.) See Appendix 4, Additional Information for a Request for Reasonable Accommodations ;

iii. [PROPERTY NAME – TO BE COMPLETED BY OWNER]

will document all attempts to verify the existence of disability and the need for requested Reasonable Accommodation, and update the tenant of progress in a timely manner.

**i. Processing Requests for Accommodations**

[PROPERTY NAME – TO BE COMPLETED BY OWNER]

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

- i. Does the person making the request, or his/her household member, have a disability?
- ii. Is there a nexus, or relationship, between the functional limitations of the disability and the Reasonable Accommodation requested?

If the answer to the above questions is yes, [PROPERTY NAME – TO BE COMPLETED BY OWNER]

will grant the request, except as set out in the next section.

**j. When Can [PROPERTY NAME – TO BE COMPLETED BY OWNER]**

**Deny a Request for Reasonable Accommodations ?**

[PROPERTY NAME – TO BE COMPLETED BY OWNER]

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 (relationship) between his or her mobility disability and the request for Braille materials;

After engaging in an interactive process to determine whether alternative accommodations would serve the needs of the Individual with a Disability, [PROPERTY NAME – TO BE COMPLETED BY OWNER]

determines that granting the request would pose an undue financial and

administrative burden on [PROPERTY NAME – TO BE COMPLETED BY OWNER]

; or

After engaging in an interactive process to determine whether alternative accommodations would serve the needs of the Individual with a Disability, [PROPERTY NAME – TO BE COMPLETED BY OWNER]

determines that granting the request would fundamentally alter the nature

of the [Housing Development's] program.

[PROPERTY NAME – TO BE COMPLETED BY OWNER]

will evaluate these considerations on a case-by-case basis. A Reasonable

Accommodation is made based on a specific need; therefore, [PROPERTY NAME – TO BE COMPLETED BY OWNER] will not consider whether they could offer this Reasonable Accommodation

to everyone who might possibly ask for it.

**k. Decisions to Approve or Deny Reasonable Accommodation Requests**

[PROPERTY NAME – TO BE COMPLETED BY OWNER]

will make a decision to approve or deny a specific request in writing as

soon as possible, but no later than 30 days after all information pertinent to

the need for the Reasonable Accommodation has been received.

See

Appendix 5, Approval or Denial of A Reasonable Accommodation Request.

Once a Reasonable Accommodation agreement is reached that is agreeable to both parties, [PROPERTY NAME – TO BE COMPLETED BY OWNER]



will note the agreement in the tenant's records. An accommodation should be put into effect as soon as practicable. 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 expected to commence, as well as the time frame for completion.

If [PROPERTY NAME – TO BE COMPLETED BY OWNER]

makes a decision to deny a request for a Reasonable Accommodation, it 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 approval of the decision to deny the request.

The notice of denial will provide information about how to initiate an appeal/grievance. See Appendix 5, Approval or Denial of A Reasonable Accommodation Request.

If a Reasonable Accommodation request is granted, and the subsequent construction would be such that the tenant requires relocation for a limited period of time, [PROPERTY NAME – TO BE COMPLETED BY OWNER] will provide temporary relocation. This is an eligible project expense.

### **3.15 Service Animals and Other Assistance 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 an **assistance 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 person's disability. Examples of functions that assistance animals may perform include guiding individuals who are blind or have low vision, alerting individuals who are deaf or hard of hearing to sounds, providing

personal protection from environmental hazards or rescue assistance, pulling a wheelchair, fetching items, alerting persons to impending seizures, or providing emotional support to Individuals with Disabilities. Assistance animals that provide emotional support and are not specifically trained to do a task are often referred to as “emotional support animals.” They may include dogs or other animals.

### **c. What are Service Animals?**

Generally, it is a *dog* 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 dogs are trained to take specific action when needed to assist the Individual with a Disability. Service dogs 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. We will refer to service animals in these Policies as “service dogs” for clarity. (In addition to dogs, service animal may also include a miniature horse meeting certain criteria, under a special provision of the law.)

Individuals may have more than one service dog or assistance animal. For example, a person with a seizure disorder and a visual

disability may use one service dog to assist them in navigation and another that is trained as a seizure alert dog.

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 have completed a formal training program. A service dog may have been trained by its owner. A service dog may 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 Dogs Allowed?**

[PROPERTY NAME – TO BE COMPLETED BY OWNER]

permits service dogs in all areas. Tenants and their guests are allowed to have service dogs in their apartments, and in all public areas of the [PROPERTY NAME – TO BE COMPLETED BY OWNER]

even in buildings with “no pets” policies. [PROPERTY NAME – TO BE COMPLETED BY OWNER]

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.

[PROPERTY NAME – TO BE COMPLETED BY OWNER]

will 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.

If the animal is not a dog, or if it does not perform a specific task, then the animal may still be an assistance animal, and permitted as a reasonable accommodation with proper verification (see below).

[PROPERTY NAME – TO BE COMPLETED BY OWNER]

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

[PROPERTY NAME – TO BE COMPLETED BY OWNER]

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.

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 Assistance Animals Other than Service Dogs Allowed?**

While service dogs are allowed, other assistance animals, including emotional support animals that do not perform specific tasks but provide support by their mere presence, may be required as a Reasonable Accommodation. It is important to distinguish between psychiatric service dogs who perform a specific task, and support animals. Equal recognition will be given to service animals and assistance animals that are not trained, including emotional support animals.

[PROPERTY NAME – TO BE COMPLETED BY OWNER]

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 3.14). After receiving the request, [PROPERTY NAME – TO BE COMPLETED BY OWNER]

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 an assistance animal? In other words, does the animal work, provide assistance, perform tasks or services for the benefit of the individual, or 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," [PROPERTY NAME – TO BE COMPLETED BY OWNER]

will modify or provide an exception to a "no pets" rule or policy to permit an Individual with a Disability to have an assistance 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

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, [PROPERTY NAME – TO BE COMPLETED BY OWNER]

will comply with all requirements regarding reasonable accommodations in Sections 3.4 and 3.14.

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

When a tenant, applicant or visitor seeks to access a [PROPERTY NAME – TO BE COMPLETED BY OWNER]

with an assistance animal, [PROPERTY NAME – TO BE COMPLETED BY OWNER]

will first:

- i.ask whether the animal is a service dog (or miniature horse) required because of a disability and if so,
- ii.Ask what work or tasks the dog 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 question 1 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 persons are normally permitted to go,



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 dog does not meet the service dog test, or if the animal is not a dog, then [PROPERTY NAME – TO BE COMPLETED BY OWNER]

will evaluate the request for an assistance animal according to its usual reasonable accommodation policies and Section 3.14 above.

### **3.16 Guidelines for All Assistance Animals, Including Service Dogs, Living in the Development**

For **all** assistance animals, including service dogs, [PROPERTY NAME – TO BE COMPLETED BY OWNER]

will apply the following guidelines:

- a. [PROPERTY NAME – TO BE COMPLETED BY OWNER]

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 [PROPERTY NAME – TO BE COMPLETED BY OWNER]

will refund the amount paid within 90 days of the date this policy was adopted.

b. [PROPERTY NAME – TO BE COMPLETED BY OWNER]

will not exclude specific breeds of animal or species, nor set limits on size or 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.

- v. 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.
- vi. [PROPERTY NAME – TO BE COMPLETED BY OWNER]

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. Animals, including dogs, 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 a dog in the pool will need to be considered.

- vii. The individual with the assistance animal is held responsible for the proper disposal of animal waste. Our policies may require that all waste and cat litter be disposed of in a proper manner. [PROPERTY NAME – TO BE COMPLETED BY OWNER]

will allow residents who are unable to comply with these requirements personally to make arrangements for help, such as through family, friends or assistants.

- viii. The Individual with a Disability has the responsibility to care for and supervise the assistance animal, including toileting, feeding, grooming, and veterinary care.
- ix. 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.
- x. In the event that an owner or handler fails or is unable to exercise proper control of an assistance animal in a common

area, [PROPERTY NAME – TO BE COMPLETED BY OWNER]

may ask the person to remove the animal from the immediate area. 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.

### **3.17 Policy on Effective Communication**

#### **a. Overview**

[PROPERTY NAME – TO BE COMPLETED BY OWNER]

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, [PROPERTY NAME – TO BE COMPLETED BY OWNER]

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.

[PROPERTY NAME – TO BE COMPLETED BY OWNER]

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 his or her preferred method of communication.

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

Auxiliary Aids are aids, services, or devices that enable persons 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 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; Brailled 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. In determining what types of Auxiliary Aids and services are necessary, [PROPERTY NAME – TO BE COMPLETED BY OWNER]

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.

[PROPERTY NAME – TO BE COMPLETED BY OWNER]

will provide, upon request from individuals who are blind, have low vision, or have cognitive disabilities, forms, notices, and other

information in alternative formats, 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. In addition, for persons 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 persons 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 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 persons who are blind or have low vision.

For persons 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; 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.

In determining which auxiliary aids and services to provide,  
[PROPERTY NAME – TO BE COMPLETED BY OWNER]

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 the [PROPERTY NAME – TO BE COMPLETED BY OWNER]
- iv. If an action would result in such an alteration or burden,  
[PROPERTY NAME – TO BE COMPLETED BY OWNER]

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.

[PROPERTY NAME – TO BE COMPLETED BY OWNER]

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.

Owners can request 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.

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

Owners must 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.

When a disability, or the need for a requested Auxiliary Aid or service, is not obvious or already known, [PROPERTY NAME – TO BE COMPLETED BY OWNER]

may request verification of the existence of the disability; that the Auxiliary Aid requested may be necessary due to disability (that there is a connection between the functional limitations of the disability and the requested Auxiliary Aid) and that the Auxiliary Aid may be necessary for the household to have equal use and enjoyment of a dwelling, including public and common use areas, or allow the person to participate in, or benefit from, a program, service or activity. [PROPERTY NAME – TO BE COMPLETED BY OWNER]

commits to seek only the minimum information needed to determine if the Auxiliary Aid sought would serve an individual's disability-related need. Any reliable third party with relevant information may provide the verification. It need not be a doctor, medical provider or professional. [PROPERTY NAME – TO BE COMPLETED BY OWNER]

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.

i.[PROPERTY NAME – TO BE COMPLETED BY OWNER]

will keep any personal, disability related or medical information gathered during the Auxiliary Aid process confidential. This information will be maintained in files separate from the person's tenant file. [PROPERTY NAME – TO BE COMPLETED BY OWNER]

will share information about the requested Auxiliary Aid only with staff members who specifically need to know for purposes of managing the [ PROPERTY NAME – TO BE COMPLETED BY OWNER ]

or as required by these policies, or as legally required;

ii.[PROPERTY NAME – TO BE COMPLETED BY OWNER]

will ask in writing if it needs any additional information to process the request (unless otherwise requested.)

iii.[PROPERTY NAME – TO BE COMPLETED BY OWNER]

will document all attempts to verify the existence of disability and the need for requested Auxiliary Aids, and update the tenant of progress in a timely manner.

If [PROPERTY NAME – TO BE COMPLETED BY OWNER]

makes a decision to deny a request for an Auxiliary Aid, it will put the decision in writing, and will clearly state the reason for the decision.

The notice of denial will provide information about how to initiate an appeal/grievance. However,

If [PROPERTY NAME – TO BE COMPLETED BY OWNER]

Shall take any other actions that would not result in the denial of the Auxiliary Aid to ensure that, to the maximum extent possible, Individuals with Disabilities receive the benefits and services of the program or activity.

### **3.18 Appeal and Grievance Procedures**

**[PROPERTY NAME – TO BE COMPLETED BY OWNER]**

**will use the following grievance procedures:**

a. [PROPERTY NAME – TO BE COMPLETED BY OWNER]

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, requests for auxiliary aids

and services, and requests for reasonable accommodations. We will also notify an applicant or tenant if she or he is removed from 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:

- 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 his or her 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 (iv);
- vii. The availability of reasonable accommodations and effective communication assistance as needed in exercising the rights in the notice; and
- viii. The location and contact information of the local legal services agency, a local fair housing organization, and an independent living center.
- ix. The availability of a procedure through the City of Los Angeles.

- c. For Denials of Reasonable Accommodation Requests, Appendix 5 will also be provided by [PROPERTY NAME – TO BE COMPLETED BY OWNER].
- d. [PROPERTY NAME – TO BE COMPLETED BY OWNER]

will provide the notice sufficiently in advance of any applicable deadline or adverse action.

- e. [PROPERTY NAME – TO BE COMPLETED BY OWNER]

'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 his or her 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.

- e. These procedures supplement and do not replace any notice and grievance procedures required by HUD, any funding sources, or other applicable law.
- f. The right to notice and the grievance process are in addition to [PROPERTY NAME – TO BE COMPLETED BY OWNER]

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

### **3.19 City of Los Angeles Housing and Community Investment Department (HCIDLA) Grievance Procedures**

HCIDLA will accept grievances about discrimination based on disability in housing and housing programs covered by this Policy. You may submit a grievance to HCIDLA if you are not satisfied with the outcome of [PROPERTY NAME – TO BE COMPLETED BY OWNER]

's grievance procedure, or you may submit a grievance to HCIDLA along with your grievance to [PROPERTY NAME – TO BE COMPLETED BY OWNER]

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

- a. Filing an Online Form or at the AcHP Compliance Website:  
[www.accesshousingla.org](http://www.accesshousingla.org), "File a Grievance" under Tenants/Applicants tab or under Quick Links.
- b. Email to the HCIDLA Accessible Housing Program (AcHP):  
[hcidla.achp@lacity.org](mailto:hcidla.achp@lacity.org)



- c. U.S. Mail to: HCIDLA, Accessible Housing Program, Attention: Grievance, 221 N. Figueroa Street, Suite 1400, Los Angeles, CA 90012
- d. Telephone to the HCIDLA AcHP at 213-808-8550. Staff will return your message and provide assistance or complete the form on your behalf.

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

If you are not satisfied with the outcome of the HCIDLA grievance procedure, you may file an appeal with the Department on Disability ADA Compliance Officer ((213) 202-2764 Voice; (213) 202-3452 TTY; (323) 800-2752 Videophone; <http://disability.lacity.org/procedures-forms/ada-ii-grievance>)

### **3.20 Additional Options for Resolving Disputes**

- a. The grievance procedures in Sections 3.18 and 3.19 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 persons 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, Tenant Resource List for Individuals with Disabilities contains resources of disability of discrimination that may be of interest.

### **3.21 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.