

What Seniors Need to Know About Fair Housing

**Materials prepared by Iowa Legal Aid
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Many people think of fair housing laws as dealing only with race. In 1988, the Fair Housing Law was changed to include persons with disabilities. Many seniors may qualify as persons with disabilities under federal and state fair housing laws. These laws may help seniors stay in their own homes longer, and provide other protections.

1. What do fair housing laws do?

Fair housing laws protect people from discrimination based on: race, color, national origin, religion, sex, disability and familial status.

The main fair housing law is the Federal Fair Housing Act. The Fair Housing Act is Title VIII of the Civil Rights Act of 1968. Iowa also has a fair housing law. It is similar to the federal law.

2. Why should seniors care about fair housing laws?

Seniors may not think of themselves as persons with disabilities, but they may well be covered under fair housing laws. If so, they could have additional protections that could be important.

3. Who is considered disabled under fair housing laws?

The laws cover someone:

- With a “physical or mental impairment that substantially limits one or more major life activities” or
- Who has a record of having such an impairment, or
- Who is regarded as having such an impairment.

4. What protections do fair housing laws give?

- It is illegal to discriminate based on disability
- Landlords and others have to make “reasonable accommodations” in rules, policies, practices or services.
- Landlords must allow tenants with disabilities to make changes (“reasonable modifications”) to the rental unit or common areas. These changes are usually at tenant expense.
- Newer apartments (built for first occupancy after March 13, 1991) should already have accessible entrances and common areas, and adaptable rental units.

5. What are some examples of “reasonable accommodations”?

Changes to a rule, policy, practice or service could include:

- Having the landlord provide a parking place near the door for someone with mobility problems
- Allowing a service animal or therapy animal even though there is a “no pets” policy
- Having the landlord stop by to pick up the rent, rather than having the tenant take the rent to the office

6. Are there limits on what a landlord has to do as a reasonable accommodation?

Yes. The landlord does not have to do anything that is too expensive or burdensome. Also, the landlord does not have to do anything that fundamentally changes the nature of the housing offered. For example, the tenant would not be entitled to have the landlord administer medication. That would change the housing to assisted living.

7. Is it too late to ask for a reasonable accommodation after an eviction notice is given?

Not necessarily. It IS necessary to ASK for a reasonable accommodation. It is best to do so in writing, so that there is no doubt about whether the request was made. The tenant can still ask for a reasonable accommodation, even after getting a notice from the landlord. If the landlord denies the accommodation, the tenant may be able to raise that at the eviction hearing.

8. Does the landlord have to make changes to the interior of the rental unit?

Generally, the landlord does not have to make changes such as installing ramps, lowering light switches, or widening doorways. These are considered “reasonable modifications” which the tenant generally has to pay for. However, the landlord has to allow the tenant to make reasonable modifications.

9. Can a landlord ask for an additional deposit if the tenant makes a reasonable

modification?

A landlord cannot make a tenant pay a higher general deposit. It would be discrimination to charge disabled tenants more than others. A landlord may fear that a wheel chair may bump into walls and wear out the carpet. That is not a legitimate reason for charging a higher deposit.

Some modifications may need to be put back when the tenant leaves. The FHA allows an extra deposit if needed. It depends on how much it will cost to put things back. The amount of the deposit must be “reasonable.” The total can’t be more than the cost of restoring the unit.

Also, a tenant should be allowed to pay the extra deposit “over a reasonable period.” Any interest earned on the extra deposit belongs to the tenant. The next tenant may not want the modification changed back. If so, the landlord is supposed to return the extra deposit. The landlord could ask the next tenant for an extra deposit.

10. What sorts of modifications will need to be put back as they were?

The federal regulations give only two examples: (1) Grab bars in the bathroom. The regulations say it would be reasonable for a landlord to require the removal of the grab bars. The wall reinforcements can be left as they are. (2) Widening the bathroom doorway. This does not have to be changed back.

The second example is understandable. The first example seems odd. Grab bars wouldn’t interfere with future use. A future tenant might appreciate the grab bars. Anyone can slip in the tub. However, these are the only examples given in the federal regulations. There are few court cases in this area to help interpret this requirement.

11. How can common areas be made accessible?

For newer multi-family buildings (built for first occupancy after March 13, 1991), the common areas should already be accessible. If not, the common areas may have to be changed without charge to the tenant.

For older units, the tenant may have to pay for the changes. A change to a common area does NOT have to be changed back.

12. What if a tenant cannot afford to pay for a reasonable modification to a common area?

Sometimes another way can be found to provide access. For example, let’s say the laundry room is not accessible. Perhaps a relative or friend could do the laundry for the tenant. The landlord may have a rule that only tenants can use the laundry room. The tenant could ask for an exception under the “reasonable accommodation” requirement.

13. What can be done if there is a violation of fair housing laws?

–File a complaint with the Iowa Civil Rights Commission. The time limit for filing a complaint with the ICRC is 180 days from the time the discrimination happened.

Iowa Civil Rights Commission
Grimes Building, 400 E. 14th Street
Des Moines, IA 50319-1004
800-457-4416
515-281-4121
<https://icrc.iowa.gov/>

–File a complaint with the United States Department of Housing and Urban Development. The time limit for filing a complaint with HUD is one year from the time the discrimination happened.

U.S. Dept. of Housing and Urban Development
https://www.hud.gov/program_offices/fair_housing_equal_opp/online-complaint

Housing Discrimination Hotline
800-669-9777

Multi-Family Housing Complaint Line
800-685-8470

–File a lawsuit without going to either the ICRC or HUD first. A lawsuit has to be filed within two years of the time the discrimination happened. It is usually a good idea to talk to a lawyer before deciding what the best course of action might be.

Legal Resources:

Persons who need legal advice or representation may be able to get help from the following organizations:

Legal Hotline for Older Iowans
1-800-992-8161

Iowa Legal Aid
1111-9th Street, Suite 230
Des Moines, IA 50314-2527
1-800-532-1275 (regular and TYY)
<http://www.iowalegalaid.org>

University of Iowa College of Law
Clinical Law Program

Iowa City, IA 52242-1113
(319) 335-9023

Other Resources:

Iowa Office of Persons With Disabilities
Lucas Building
321 East 12th Street
Des Moines, IA 50319
888-219-0471
515-242-6172
<https://humanrights.iowa.gov/cas/pd>

Iowa Governor's Developmental Disability Council
617 East 2nd Avenue
Des Moines, IA 50309
800-452-1936
515-281-9082
<http://www.state.ia.us/ddcouncil/>

Iowa COMPASS
Center for Disabilities and Development
100 Hawkins Drive
Iowa City, IA 52242-1011
800-779-2001
877-686-0032 (TTY)
319-353-8777

National Fair Housing Advocate
800-254-2166
<http://www.fairhousing.com/>