

National Housing Rights

Having a safe place to live is important for everyone, but especially for those who are coping with a cancer diagnosis. This handout answers some frequently asked questions about housing rights for cancer patients.

What if I get sick and need to move out of my apartment?

You must notify your landlord in writing as soon as you know that you are going to move out before the end of a lease term. Six states (DE, MD, MI, NV, NJ, NY) allow you to break your lease if you suffer from a qualifying physical disability that requires you to live someplace else. Most laws require you to let your landlord know that you need to break your lease, in writing, within a specific time period before you need to move (ranging from 30 to 60 days). You will likely need to give your landlord proof that you have a qualifying condition that requires you to live someplace else.

Even if your lease or state law does not technically allow you to move out early, your landlord might be willing to negotiate with you. You may be able to find a new tenant or help your landlord find a new tenant depending on your lease agreement with your landlord. If you leave before the end of the lease you might be responsible for:

- The remaining rent due under the lease, plus
- Any reasonable expenses the landlord has in finding a new tenant, minus
- Any rent the landlord can collect from a new tenant between the time you leave and the end of the lease term.

Your landlord may have a duty to minimize his or her losses (“mitigate damages”), depending on your state’s laws.

What kinds of changes does my landlord have to make to the rules of the building?

Reasonable Accommodations

Under the Fair Housing Act, the American Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, your landlord might have to make reasonable changes to his rules, policies, practices, and services if necessary for you to have an equal opportunity to use and enjoy a dwelling unit or common space. Your landlord may be required to do the following: change a no-pets policy to allow service and support animals, provide reserved parking close to ramps or accessible entrances, and meet renters with disabilities at accessible locations to conduct business. Your landlord may ask you for medical proof of your need for a reasonable accommodation; however, you are not required to tell him or her your specific diagnosis. You do need to let him or her know that your disability requires the reasonable accommodation you are requesting.



Reasonable Modifications

Under federal laws, if you have a disability (including cancer), your landlord must allow you to make reasonable modifications (ones that are necessary for you to fully use and enjoy housing) to the rental property at your expense. You must first get your landlord's permission before making the changes. You need to make your modifications according to housing codes. Your landlord may request proof that you have a disability and that your request for a modification is necessary for you to use and enjoy your living space. Examples of reasonable modifications include: installing ramps and grab bars, widening doorways or remodeling kitchens and bathrooms for greater accessibility. Landlords can require you to restore interior changes when you move out.

In some cases, your landlord must pay to modify part or all of a structure. For example, federally subsidized housing must be made accessible at no cost to you if you qualify for subsidized housing. Your landlord may also be required to modify the use of public and common use areas of buildings such as lobbies, swimming pools, community rooms, and playgrounds in new or renovated housing.

How do I ask for accommodations in my apartment?

When asking for a reasonable accommodation and/or modification, you should always:

- Submit the request in writing to your landlord. Explain the accommodation and/or modification that you need in a letter.
- Attach supporting medical documents relating to the accommodation and/or modification you are requesting. The documents do not need to disclose your specific disabilities or diagnoses, but do need to make clear that the accommodation you are requesting is related to your disability.
- Keep a copy of your request letter and any attachments; and
- Send your request letter and any attachments by certified mail requesting a return receipt to prove that your landlord received the request.
- If your landlord ignores or denies your request, contact your local office for the U.S. Department of Housing and Urban Development ("HUD") at (800) 669-9777 or write a letter of file a complaint using the HUD complaint form at http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/aboutfheo/fhhubs.

My landlord is harassing me now that he knows I have cancer. What can I do?

Under the Fair Housing Act, it is illegal for your landlord to interfere with any of your fair housing



rights, whether it is by use of force, threats, or by intimidation. If your landlord physically hurts you, or threatens to do so, call the police immediately. Write down the date and time of the call, who you spoke to and what the person said. Write down every detail of every incident.

If your landlord is harassing you in other ways, keep a list of each incident of harassment. Include the date, time, and place of the incident as well as the names, addresses and the phone numbers of any witnesses. You should then write a letter to the landlord demanding that the harassment stop. If this does not work, you may be able to sue your landlord in small claims court or get a restraining order. You should seek legal advice in this type of situation.

My landlord won't make repairs and it is affecting my health. What are my options?

The law requires every residential landlord to maintain the rental unit and common areas in a habitable (livable) condition, unless you caused the damage. Habitable means that the rental unit does not have problems that can affect the health and safety of the tenants or reduce the normal use of the premises.

You need to inform your landlord about any problems. One option is to write a letter listing the problems and the amount of the month's rent included with the letter. In your letter, you can warn your landlord that you are requesting repairs and that if they are not completed, you will be moving out because of the conditions. A breach of habitability by your landlord begins when he or she first gets notice of the issue, even if your landlord has not had time to make repairs. Your other options are:

- **Move out:** Thirty days is generally a reasonable amount of time for the landlord to make the repairs before you should move out.
- **Inspectors:** If you cannot move out, you may call the local city code enforcement inspector health department for an inspection of the rental unit.
- **Repair and Deduct** After thirty days of giving notice of the problem to your landlord, you can opt to pay for the repairs yourself and deduct the repair cost from the rent by submitting a copy of the bill with the remaining rent due. The costs deducted cannot be more than one month's rent and no more than two times per year. You cannot use the repair and deduct method more than two times a year.
- **Withhold Rents:** You may opt to withhold rent, but it is the court's decision to determine whether the repair is significant enough, and if not, they can order you to pay the rents you withheld. This is also risky because landlords can evict tenants for nonpayment of rent, so you must have a very good reason for withholding rent.
- **Sue for Damages:** You can also sue your landlord for damages.

My landlord is threatening to kick me out because I lost my job and can't pay my rent. Now what?



Cancer Legal
Resource Center
A DRLC PROGRAM

DIRECT LINE: 866-THE-CLRC (866-843-2572)
ONLINE INTAKE FORM : www.CLRCintake.org
EMAIL: CLRC@DRLCenter.org
Fax : 213-736-1428
Video Relay Phone : 213-908-1079
www.CancerLegalResourceCenter.org

If you know in advance that you will be unable to pay your rent, talk to your landlord immediately to work out an agreement. If you are unable to make arrangements with your landlord to delay your rent payment then you should make arrangements to leave the unit as soon as possible, giving your landlord written notice. You can be held responsible for paying the rent for a full thirty-day notice period whether or not you are in the unit, and could face the same issues mentioned above for breaking your lease early. Your landlord can give you a three to five day notice to pay rent or quit depending on the state in which you live, unless other arrangements are made. If you fail to pay the rent within three days, your landlord can file an unlawful detainer complaint (or eviction) against you in the local court where the property is located. Your landlord cannot lock you out of your apartment or shut down your utilities or other services for your failure to pay your rent. If your landlord kicks you out, you may sue your landlord for committing a self-help eviction, but you may be locked out by the Marshall if your landlord wins the case in court. For more information about landlord/tenant law in your state, contact your local office for the U.S. Department of Housing and Urban Development ("HUD") at (800) 669-9777 or visit their website at <http://portal.hud.gov/hudportal/HUD>.

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