HUD Issues Guidance on Assistance Animals

The U.S. Department of Housing and Urban Development recently issued clarification of the legal requirement that landlords allow tenants with disabilities to have an assistance animal even if there is a “no pet” policy.

Service animals and emotional support animals are common “reasonable accommodation” requests for people with disabilities. The requirement to make reasonable accommodations is part of the Fair Housing Act as well as the Americans with Disabilities Act (ADA) which covers businesses and employment. Confusion arose when the ADA was interpreted to require only trained service animals. HUD’s recent guidance makes clear that the Fair Housing Act also covers emotional support animals. In other words, while a person does not have the right to take an emotional support animal to work or into a store, they do have the right under the Fair Housing Act to have the needed support animal in their home.

An assistance animal is not a “pet.” It is an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability or provides emotional support that alleviates one or more identified symptoms or effects of a person’s disability. While dogs are the most common type of assistance animal, other animals also can be assistance animals.

The new guidance also states:

Breed, size, and weight limitations may not be applied to an assistance animal. A determination that an assistance animal poses a direct threat of harm to others or would cause substantial physical damage to the property of others must be based on an individualized assessment that relies on objective evidence about the specific animal’s actual conduct — not on mere speculation or fear about the types of harm or damage an animal may cause and not on evidence about harm or damage that other animals have caused.

Conditions and restrictions that housing providers apply to pets may not be applied to assistance animals. For example, while housing providers may require applicants or residents to pay a pet deposit, they may not require applicants and residents to pay a deposit for an assistance animal.


With guidance from Carol Coaston, HOME client services coordinator, client Reginald Bell received a reasonable accommodation to allow him to keep Treybo, who provides assistance with his disability.
Anna Louise Inn Moving: A Sad Day for Cincinnati and Fair Housing

Cincinnati’s battle of David and Goliath is over and this time Goliath won. The multi-billion-dollar financial services company, Western & Southern, was successful in removing the nonprofit Anna Louise Inn from the downtown Lytle Park neighborhood where it has housed low-income women for more than 100 years.

The Board of Cincinnati Union Bethel put up a valiant fight against the giant. In the end the lawyers and apparently unlimited coffers of the corporation kept the Inn tied up in court for years until the financing for its much needed renovation was close to expiring. The Board made the hard decision to move out of the neighborhood so that it could preserve the affordable housing.

Why is this a fair housing issue?

Fair housing is about overcoming traditional segregated living patterns. It is not just about Black families moving to the suburbs, but also about preserving and stabilizing the few integrated neighborhoods that exist. Until recently downtown was an integrated neighborhood; that is changing and it is fast becoming a segregated ghetto of wealthy white people. The residents of the Anna Louise Inn are being pushed out of a convenient, walkable neighborhood on a lovely park with friendly wealthier neighbors who bought condos downtown to experience urban living. Their new location will be in a primarily Black, low-income neighborhood next door to a homeless shelter. This is what segregation looks like.

The real loser is Cincinnati. While downtown is becoming a robust residential neighborhood, almost all low-income residents have been displaced. In just the last few years, we’ve seen the emptying of the Metropole, the Dennison, and soon the Anna Louise Inn. In 1990, the City adopted a plan for downtown that called for 1,300 units of affordable housing. With the move of the Anna Louise Inn, only about 150 units downtown would be affordable for low-income residents. The City recently adopted a new comprehensive plan that commits to creating “a stock of housing in each neighborhood that is affordable at all income levels.”

The City was very supportive of the Anna Louise Inn, but with its unfortunate loss, it is time for the City to make clear plans for incorporating new affordable housing back into the downtown mix.

Ask Nicole: Questions About Landlord-Tenant Concerns

Nicole Kelch is HOME’s tenant advocate. In addition to serving clients who call the office, she answers inquiries from the ‘Ask a Question’ form on HOME’s website. HOME does not give legal advice, but provides general information on Ohio landlord-tenant law and helps tenants understand their options.

Mark: My landlord has given me notice that he wants the apartment back in 30 days without giving reason. Is this legal?

Nicole: If you have a written lease with an expiration date, then you cannot be told to leave before the end of the lease unless you have done something to violate the lease. When the lease ends, the landlord can say he is not renewing it and ask you to leave without giving a reason. If tenants do not have a written lease and just pay rent monthly, then they can be given a 30 day notice to leave at any time without a reason. However, the nonrenewal or notice to leave cannot be for a discriminatory reason (e.g. only African Americans or families with children are being given notices to leave) nor can it be given in retaliation for the tenant making a complaint about the condition of the unit.

Jamie: It has been two weeks since I moved and I have not heard back from my old apartment manager about my security deposit. What should I do?

Nicole: At this point a tenant would sit back and wait. The law allows a landlord 30 days after you have returned your keys to inspect an apartment and assess any damages. Within 30 days the management should return the deposit with an itemized list of any deductions. If you disagree on the amount returned you have the option to dispute it in small claims court. Also, it is important to make sure that you have given a correct forwarding address so that the landlord has a place to send the deposit.

Lisa: I have put in my 30-day notice and am packing, but my landlord keeps bringing people through to show my apartment. Is this right?

Nicole: Even though you are in the process of moving, you do have to allow the landlord to show the apartment to prospective tenants. It may be best to coordinate times that work best with your schedule so that you feel more comfortable. A landlord usually should give at least a 24 hour notice.

For answers to your questions please log onto www.homecincy.org and submit your question under the ‘Contact’ section.
You’re Invited

The public is invited to attend our 2013 Annual Dinner Meeting on Friday, Sept. 27, at the Cincinnati Museum Center. Hosted by the management, staff, members and trustees for Housing Opportunities Made Equal, the evening begins at 6:15 PM. This year’s guest speaker is the Honorable Judge Fanon Rucker of the Hamilton County Municipal Court. In addition, we will distribute HOME’s annual report and join in presenting awards to worthy recipients. Tickets are $65 per person. To place your order, click on the “Events” tab of our website, www.homecincy.org.

HOME Services

Enforcement: Investigations of complaints of illegal housing discrimination and suggests courses of action to protect housing rights.

Education: Training of agents, managers and other providers about fair housing laws and avoiding liability. Programs for consumers, agencies and groups about housing rights.

Foreclosure Prevention: Counseling of homeowners to help avoid foreclosure and recognize scams or predatory lending.

Mobility: Assistance to voucher holders who want to move into safe, low-poverty areas that near good schools and jobs.

Tenant Advocacy: Guidance to tenants and advocacy on their behalf to resolve differences between them and their landlords. Also: Housing Mediation Service, a joint project among HOME, the Greater Cincinnati Northern Kentucky Apartment Association, and the Real Estate Investors Association.

Internship Shows Foreclosure Crisis Still Hurting Homeowners

Before beginning my summer internship at HOME, I read about how the foreclosure crisis was abating somewhat. I knew that during the height of the crisis many families were having great difficulty dealing with their mortgage lenders because paperwork was being handled incorrectly and communication between lenders and families was insufficient. Erroneously, I assumed that after years of problems, many of these paperwork and communication issues were resolved.

My first client was a middle-age, middle-class mother of two living in Springfield Township. She explained that she had been seeking a loan modification since at least November. She was in regular contact with her lender and its representative from that time. About every two weeks throughout those many months, the case manager told her that all her paperwork was in process and he was just waiting to hear from the underwriters regarding a final decision on a loan modification.

After her initial application, the paperwork sat with the lender so long that the financial information was no longer current enough to be considered for a modification. My client re-submitted her paperwork, which led to another series of phone calls and the case manager stating he was awaiting the underwriters’ decision. My client decided to call HOME after she saw workers taking photos of her property to ensure it was still occupied.

After being authorized to speak on her behalf, I talked with the lender and found that a key piece of information for her modification was missing from her application. Her case manager continued to say repeatedly that he was waiting only to hear from the underwriters. When I tried to follow up with my client’s case manager, my calls went unanswered. However, her lender recently sent her a new application for a modification.

Unfortunately, my client’s story appears to be common. Often, lenders are very large, understaffed, and lacking in internal communications. One unit within the organization may or may not know what other units are doing.

Those paying the greatest price often are homeowners who are bewildered and frustrated by the process. This atmosphere too frequently leads to a family losing its home needlessly and another vacant property becoming a blight on the community.
Children’s Book Spotlights Need for Changes in Housing Construction

A new book for children ages 8 to 13 spotlights the value of “visitability” in housing. The term refers to simple changes that make it easy for those using wheelchairs, walkers or other mobility devices to visit friends and family. “Libby and The Cape of Visitability,” co-written by Eleanor Smith and teacher Nadeen Green, tells the story of Libby and her friends, Aria and Benjamin.

Born in the same month, the trio lived in the same apartment complex and shared several years of play dates, birthday parties and other fun times. Aria and her family then moved into a newly built home that was inaccessible to Libby. She couldn’t attend Aria’s birthday party. When the other girls shared how much fun they had had, it frustrated Libby even more. This brand-new house had lots of amenities and easily could host a sleepover with 12 guests – but not one in a wheelchair.

Written as diary entries, Libby introduces other characters with disabilities who recall the fight for accessibility on public transportation, at restaurants and movie theaters, and in apartment complexes. The book does a good job of showing how accessibility impacts everyone in the community. It also features one builder who, like most builders in the Cincinnati area, does not see the need for visitable housing and states he would be “glad to work with any buyer with unusual challenges.” Of course, Libby doesn’t consider herself any more “unusual” than anyone else. The builder changed his mind only because of his friend who explained the value, both economically and socially, to building houses that can be used by anyone at any point in their lives. That friend’s wife had broken her leg and her wrist in an accident, and they had discovered just how difficult their home was for her to navigate as she recovered.

Of course, once the builder started making his homes visitable – at least one zero-step entrance, wider doorways and an easily usable restroom – he sold them quickly not only to a veteran injured in war, but also to others who simply wanted a house where they could “age in place” without fear of costly remodeling later.

“Libby and The Cape of Visitability” is available at www.authorhouse.com.