

**REQUEST FOR REASONABLE ACCOMMODATION OR MODIFICATION**

**This request is for a Reasonable Accommodation or a Reasonable Modification**

(check one)

A reasonable accommodation  is a **change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces.**

A reasonable modification  is a **structural change made to existing premises, occupied or to be occupied by a person with a disability, in order to afford such person full enjoyment of the premises.**

\_\_\_\_\_ ("Owner' '), is committed to the letter and spirit of the Fair Housing Act, which, among other things, prohibits discrimination against persons with disabilities. In accordance with statutory responsibilities and management policies, Owner will make reasonable Accommodations to rules, policies, practices, or services, when such Accommodations may be necessary to afford persons with disabilities an equal opportunity to use and enjoy their housing community. If Resident is requesting such an Accommodation, please fill out this form and return it to the Property Manager.

Resident's Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Residents Phone #: \_\_\_\_\_

Date of Request: \_\_\_\_\_

1. Please describe the Accommodation (exception to an existing rule or policy) OR the Modification (structural change) you are requesting:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. If this is a Modification, please attach any of the following if in your possession:

- plans and specifications showing the nature of the Modification.
- materials to be used in the proposed Modification.
- floor plan (if applicable).
- approximate cost of proposed Modification.
- name, address and telephone number of company or person(s) who will perform or make the Modifications.
- any additional sketches, drawings, clippings, pictures, etc. that may assist the Owner through the Modification process.

Resident acknowledges that:

- a) If any construction or alteration is undertaken before approval of the Application, the Resident may be required to return the Leased Premises to its former condition at the Resident's expense.
- b) Any approval of this Application is contingent upon the Modification being completed in a workmanlike manner.
- c) The Owner is permitted to enter the Leased Premises to inspect the Modification.
- d) Approval for this Application will be deemed revoked if the Modification requested has not commenced within 60 days of the date of approval of this Application and completed by date specified by the Resident.
- e) If Modifications are approved, Modification costs will be paid as noted in the approval area of this document, found on page 2.
- f) All necessary governmental approvals, including but not limited to permits must be obtained prior to Modification work commencing.
- g) All Modifications must meet applicable governmental building, fire, and zoning codes. It is the Resident's responsibility to ensure that all Modifications comply with applicable law.
- h) Any variation from this Application must be resubmitted for approval.
- i) Owner and Manager shall not be liable for any injury, damage, or loss to person or property caused by Resident's installation or completion of the proposed Modification.
- j) Resident shall indemnify and save harmless the Owner, Manager, Manager's agents, employees, or associates against all liability, including liability arising from death or injury to person or property caused by Resident's installation or completion of the proposed Modification.
- k) Where necessary, in Owner or Manger's reasonable judgement, Owner or Manager may condition approval of this Application on construction/installation being performed by a licensed contractor who provides Owner or Manager with copies of all required insurance coverage. Such coverage shall provide a minimum of \$1,000,000 of umbrella coverage and worker's compensations coverage.
- l) If Resident fails to restore dwelling unit to an original condition excluding normal wear and tear, at the end of Resident's lease Owner will deduct the cost of the restoration from the security deposit. Resident will be billed for any remaining balance to restore the dwelling unit to it's original condition if security deposit is insufficient.

3. Do you consider yourself to have a disability?

*The Fair Housing Act defines disability as a physical or mental impairment that **substantially** limits one or more major life activities. The Supreme Court has determined that to meet this definition a person must have **an impairment that prevents or severely restricts the person from doing activities that are of central importance in most peoples' daily lives. (Circle One)***

Yes or No

4. Please describe how the requested Accommodation or Modification is necessary for your use and enjoyment of your apartment community?

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5. Does this Resident need the Accommodation/Modification requested above in order to live in his/her apartment community?

If yes, please describe how this Accommodation will enable the Resident to use or enjoy this apartment community.

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6. If necessary, would you be willing to testify in a court of law concerning the information provided in this form?

Yes

No

Name and Position of Verifier (please print): \_\_\_\_\_

Address and Telephone Number: \_\_\_\_\_

Signature of Verifier: \_\_\_\_\_

Date: \_\_\_\_\_

Name and Position of Requestor (please print): \_\_\_\_\_

Signature of Requestor: \_\_\_\_\_

Date: \_\_\_\_\_