

Real Estate Property Management and the Landlord-Tenant Act

Upon completion of this section, the student should be able to:

- Be able to describe the Washington Residential Landlord Tenant Act and the Manufactured Mobile Home Tenant Act
- Know the Accommodations under the Americans with Disabilities Act

Washington Residential Landlord Tenant Act and the Manufactured Mobile Home Tenant Act

The following are the highlights of RCW 59.20 Manufactured/Mobile Home Landlord - Tenant Act.

Elements of the Residential Landlord Tenant Act

The Residential Landlord-tenant Act in Washington is composed of many statutes and codes that deal with the relationship between a landlord and tenant. These laws or provisions, along with the terms of a lease, govern the relationship and agreement between the landlord and the tenant. In most cases, the provisions of the act cannot be waived by the tenant or the landlord.

These laws also impose certain restrictions and provide remedies if one party fails to carry out a duty. The remedies include eviction, a reduction of rent, self-help repairs, the right to sue for money damages and an award of attorney's fees to the prevailing party.

Other local codes and ordinances may also be imposed, which further regulate this act. Further information on local ordinances is usually available from the city council.

The major provisions of the Residential Landlord-Tenant Act are as follows.

Rental Agreements

While not always required to be in writing, it is a safe habit always to have this contract in writing to avoid misunderstandings; it should contain all of the terms agreed to by the landlord (lessor) and the tenant (lessee).

Rental agreements for furnished dwellings should contain a detailed inventory of furniture or other personal property, along with a description and condition of each individual item.

Just because something is agreed to in a lease does not necessarily mean that it is enforceable by the landlord. Some clauses may be illegal, such as a waiver of rights under the Residential Landlord-Tenant Act.

Rental Precaution

Before renting property, a tenant should inspect the dwelling to be sure that it is in acceptable condition. Before moving in, a list should be compiled of all existing defects or damages, with both the landlord and tenant signing and keeping a copy of this list. Any commitments made by the landlord (such as a promise to perform repairs) should be written directly into the lease.

Rent Increase

If there is a lease for a specified period of time, rent may not be changed during that period. In the case of a periodic tenancy (such as a month-to-month rental agreement), the rules, including the rent, may be changed upon 30 days notice. This notice must be in writing. Rent increases cannot be in retaliation for a tenant's assertion of his or her legal rights. The landlord may charge a late payment fee if the rental agreement provides for the charging of a late fee.

Termination of Tenancy

If a landlord seriously violates his or her obligations under the rental agreement, a tenant may be able to terminate the tenancy without liability.

A landlord must follow very specific procedures to terminate a tenancy. To terminate a periodic tenancy, a landlord must give at least 20 days written notice prior to the end of the month. However, if the tenant violates his or her obligations, for example, by failing to pay the rent, the landlord may terminate the lease through eviction proceedings. When a tenant is being evicted because of a rule excluding children or because of conversion to condominiums, 90 days notice is required.

Requirements for Deposits

A landlord may require a deposit to ensure that the tenant treats the dwelling properly and complies with the terms of the rental agreement. Deposit requirements cannot be discriminatory; nor may a deposit be increased to retaliate against a tenant who asserts

his or her legal rights. A nonrefundable fee cannot be called a “deposit.” A refundable damage or security deposit must be distinguished from nonrefundable fees for cleaning or pets.

Maintenance and Repairs

The landlord must provide and maintain the rental property and must comply with the rules of the rental agreement.

The landlord (or his/her representative) must be accessible to the tenant and must:

- keep the premises up to code
- maintain the structural components
- provide a reasonable program for control of pests
- provide necessary facilities to supply heat, electricity, and hot and cold water
- provide reasonably adequate locks
- maintain appliances furnished with the rental unit
- comply with any duties imposed by local laws

Tenant Obligations

The tenant must:

- pay rent
- keep the premises clean
- not damage or permit damage to the unit
- properly dispose of garbage
- properly use appliances
- restore the property to its initial condition, except for normal wear and tear at the end of the rental term
- comply with the rental agreement

If the tenant fails to perform their duties, the landlord may seek to evict the tenant. If a tenant fails to maintain the premises, the landlord may:

- evict the tenant
- make repairs and bill the tenant
- sue the tenant for damages or to force compliance with the rental agreement

Insurance

Unless the rental agreement provides otherwise, the tenant has no obligation to insure the dwelling. However, tenants should consider purchasing renter's insurance on personal property and liability insurance for claims by third parties (such as guests) for

personal injuries occurring on the premises, since the landlord's insurance covers only the property itself.

Right of Entry

With tenant consent and notice from the landlord, a landlord has a right of entry to inspect the property, perform repairs, supply necessary or agreed services or show the property to potential tenants or purchasers. Entry is limited to reasonable times, and two days' notice of intent to enter is required. A landlord may enter the premises without the tenant's consent if an emergency or abandonment occurs or if the landlord obtains a court order. A landlord may not abuse his or her right of access to the property to harass a tenant.

Eviction

The action by a landlord to remove a tenant from a rental unit is known as an eviction or an "unlawful detainer." Some local housing codes define "just cause" for an eviction and outline procedures that must be followed.

In an eviction based on nonpayment of rent, a tenant may assert any claim for money owed the tenant by the landlord. The tenant's claim (sometimes known as an equitable defense or setoff) must be related to the tenancy, such as the tenant's payment of a gas bill that was the landlord's responsibility under the rental agreement. In eviction actions, strict rules and procedures must be observed. Generally, a legal eviction process involves:

- Proper notice. Before evicting a tenant, the landlord must serve the required eviction notices using proper procedures.
- Filing of a lawsuit. If the tenant fails to move out, a lawsuit must be filed to evict the tenant.
- Entitlement to a court hearing. If the tenant disputes the reasons for the eviction, the tenant is entitled to a court hearing.
- Sheriff's involvement. If the tenant loses the court hearing, the sheriff would then be ordered to physically evict a tenant and remove the property in the unit. Only the sheriff, not the landlord, can physically remove a tenant who does not comply with an eviction notice and only after an unlawful detainer lawsuit has been filed.
- Liability for attorney's fees. In an eviction dispute, the successful party is entitled to recoup costs and attorney fees.

Prohibited Eviction

Landlords are generally prohibited from locking a tenant out of the premises, from taking a tenant's property for nonpayment of rent (except for abandoned property under certain

conditions), or from intentionally terminating a tenant's utility service. Various penalties exist for violating these protections.

Retaliatory evictions are also illegal. A landlord may not terminate a tenancy or increase rent or change other terms of the rental agreement to retaliate against a tenant who asserts his or her rights under the Landlord-Tenant Act or who reports violations of housing codes or ordinances.

Settlement of Disputes

The landlord and tenant may agree to arbitration, asking a neutral party to settle the dispute. The process is usually quick and inexpensive, with the administrative fee shared equally unless otherwise allocated by the arbitrator. Landlord-tenant problems can also be resolved through informal mediation. In mediation, a third person intervenes between two disputing parties in an effort to reach an agreement, compromise or reconciliation. Intended to settle a dispute quickly and inexpensively, mediation can be requested by either a landlord or tenant and may be available without charge from city or county.

Manufactured/Mobile Home Landlord-Tenant Act RCW 59.20

Definitions

1. “Abandoned” as it relates to a mobile home, manufactured home, or park model owned by a tenant in a mobile home park, mobile home park cooperative, or mobile home park subdivision or tenancy in a mobile home lot means the tenant has defaulted in rent and by absence and by words or actions reasonably indicates the intention not to continue tenancy;
2. “Eligible organization” includes local governments, local housing authorities, nonprofit community or neighborhood-based organizations, federally recognized Indian tribes in the state of Washington, and regional or statewide nonprofit housing assistance organizations;
3. “Housing authority” or “authority” means any of the public body corporate and politic created in RCW 35.82.030;
4. “Landlord” means the owner of a mobile home park and includes the agents of a landlord;
5. “Local government” means a town government, city government, code city government, or county government in the state of Washington;
6. “Manufactured home” means a single-family dwelling built according to the United States department of housing and urban development manufactured home construction and safety standards act, which is a national preemptive

- building code. A manufactured home also: (a) Includes plumbing, heating, air conditioning, and electrical systems; (b) is built on a permanent chassis; and (c) can be transported in one or more sections with each section at least eight feet wide and forty feet long when transported, or when installed on the site is three hundred twenty square feet or greater;
7. “Manufactured/mobile home” means either a manufactured home or a mobile home;
 8. “Mobile home” means a factory-built dwelling built prior to June 15, 1976, to standards other than the United States department of housing and urban development code, and acceptable under applicable state codes in effect at the time of construction or introduction of the home into the state. Mobile homes have not been built since the introduction of the United States department of housing and urban development manufactured home construction and safety act;
 9. “Mobile home lot” means a portion of a mobile home park or manufactured housing community designated as the location of one mobile home, manufactured home, or park model and its accessory buildings, and intended for the exclusive use as a primary residence by the occupants of that mobile home, manufactured home, or park model;
 10. “Mobile home park,” “manufactured housing community,” or “manufactured/mobile home community” means any real property which is rented or held out for rent to others for the placement of two or more mobile homes, manufactured homes, or park models for the primary purpose of production of income, except where such real property is rented or held out for rent for seasonal recreational purpose only and is not intended for year-round occupancy;
 11. “Mobile home park cooperative” or “manufactured housing cooperative” means real property consisting of common areas and two or more lots held out for placement of mobile homes, manufactured homes, or park models in which both the individual lots and the common areas are owned by an association of shareholders which leases or otherwise extends the right to occupy individual lots to its own members;
 12. “Mobile home park subdivision” or “manufactured housing subdivision” means real property, whether it is called a subdivision, condominium, or planned unit development, consisting of common areas and two or more lots held for placement of mobile homes, manufactured homes, or park models in which there is private ownership of the individual lots and common, undivided ownership of the common areas by owners of the individual lots;
 13. “Notice of sale” means a notice required under RCW 59.20.300 to be delivered to all tenants of a manufactured/mobile home community and other specified

- parties within fourteen days after the date on which any advertisement, multiple listing, or public notice advertises that a manufactured/mobile home community is for sale;
14. "Park model" means a recreational vehicle intended for permanent or semi-permanent installation and is used as a primary residence;
 15. "Qualified sale of manufactured/mobile home community" means the sale, as defined in RCW 82.45.010, of land and improvements comprising a manufactured/mobile home community that is transferred in a single purchase to a qualified tenant organization or to an eligible organization for the purpose of preserving the property as a manufactured/mobile home community;
 16. "Qualified tenant organization" means a formal organization of tenants within a manufactured/mobile home community, with the only requirement for membership consisting of being a tenant;
 17. "Recreational vehicle" means a travel trailer, motor home, truck camper, or camping trailer that is primarily designed and used as temporary living quarters, is either self-propelled or mounted on or drawn by another vehicle, is transient, is not occupied as a primary residence, and is not immobilized or permanently affixed to a mobile home lot;
 18. "Tenant" means any person, except a transient, who rents a mobile home lot;
 19. "Transient" means a person who rents a mobile home lot for a period of less than one month for purposes other than as a primary residence;
 20. "Occupant" means any person, including a live-in care provider, other than a tenant, who occupies a mobilehome, manufactured home, or park model and mobile home lot.

Code Applies to Rental Agreements

This chapter shall regulate and determine legal rights, remedies, and obligations arising from any rental agreement between a landlord and a tenant regarding a mobile home lot and including specified amenities within the mobile home park, mobile home park cooperative, or mobile home park subdivision, where the tenant has no ownership interest in the property or in the association which owns the property, whose uses are referred to as a part of the rent structure paid by the tenant. All such rental agreements shall be unenforceable to the extent of any conflict with any provision of this chapter.

Chapter 59.12 RCW shall be applicable only in implementation of the provisions of this chapter and not as an alternative remedy to this chapter which shall be exclusive where applicable: PROVIDED, That the provision of RCW 59.12.090, 59.12.100, and 59.12.170 shall not apply to any rental agreement included under the provisions of this chapter.

RCW 59.18.055 and 59.18.370 through 59.18.410 shall be applicable to any action of forcible entry or detainer or unlawful detainer arising from a tenancy under the provisions of this chapter, except when a mobile home, manufactured home, or park model or a tenancy in a mobile home lot is abandoned. Rentals of mobile homes, manufactured homes, or park models themselves are governed by the Residential Landlord-Tenant Act, chapter 59.18 RCW.

Enforceability of Rules Against a Tenant

Rules are enforceable against a tenant only if:

1. Their purpose is to promote the convenience, health, safety, or welfare of the residents, protect and preserve the premises from abusive use, or make a fair distribution of services and facilities made available for the tenants generally;
2. They are reasonably related to the purpose for which they are adopted;
3. They apply to all tenants in a fair manner;
4. They are not for the purpose of evading an obligation of the landlord; and
5. They are not retaliatory or discriminatory in nature.

Written Rental Agreement – Waiver – Exceptions – Application of Section

1. No landlord may offer a mobile home lot for rent to anyone without offering a written rental agreement for a term of one year or more. No landlord may offer to anyone any rental agreement for a term of one year or more for which the monthly rental is greater, or the terms of payment or other material conditions more burdensome to the tenant, than any month-to-month rental agreement also offered to such tenant or prospective tenant. Anyone who desires to occupy a mobile home lot for other than a term of one year or more may have the option to be on a month-to-month basis but must waive, in writing, the right to such one year or more term: Provided, that annually, at any anniversary date of the tenancy the tenant may require that the landlord provide a written rental agreement for a term of one year. No landlord shall allow a mobile home, manufactured home, or park model to be moved into a mobile home park in this state until a written rental agreement has been signed by and is in the possession of the parties: Provided, that if the landlord allows the tenant to move a mobile home, manufactured home, or park model into a mobile home park without obtaining a written rental agreement for a term of one year or more, or a written waiver of the right to a one-year term or more, the term of the tenancy shall be deemed to be for one year from the date of occupancy of the mobile home lot;

2. The requirements of subsection (1) of this section shall not apply if:
 - a. The mobile home park or part thereof has been acquired or is under imminent threat of condemnation for a public works project, or
 - b. An employer-employee relationship exists between a landlord and tenant;
3. The provisions of this section shall apply to any tenancy upon expiration of the term of any oral or written rental agreement governing such tenancy.

Rental Agreements – Required Contents – Prohibited Provisions

1. Any mobile home space tenancy regardless of the term shall be based upon a written rental agreement, signed by the parties, which shall contain:
 - a. The terms for the payment of rent, including time and place, and any additional charges to be paid by the tenant. Additional charges that occur less frequently than monthly shall be itemized in a billing to the tenant;
 - b. Reasonable rules for guest parking which shall be clearly stated;
 - c. The rules and regulations of the park;
 - d. The name and address of the person who is the landlord, and if such person does not reside in the state there shall also be designated by name and address a person who resides in the county where the mobile home park is located who is authorized to act as agent for the purposes of service of notices and process. If no designation is made of a person to act as agent, then the person to whom rental payments are to be made shall be considered the agent;
 - e. The name and address of any party who has a secured interest in the mobile home, manufactured home, or park model;
 - f. A forwarding address of the tenant or the name and address of a person who would likely know the whereabouts of the tenant in the event of an emergency or an abandonment of the mobile home, manufactured home, or park model;
 - g. (i) A covenant by the landlord that, except for acts or events beyond the control of the landlord, the mobile home park will not be converted to a land use that will prevent the space that is the subject of the lease from continuing to be used for its intended use for a period of three years after the beginning of the term of the rental agreement;
(ii) A rental agreement may, in the alternative, contain a statement that: "The park may be sold or otherwise transferred at any time with the result that subsequent owners may close the mobile home park, or that the landlord may close the park at any time after the required notice." The covenant or statement required by this subsection must: (A) Appear in

print that is in bold face and is larger than the other text of the rental agreement; (B) be set off by means of a box, blank space, or comparable visual device; and (C) be located directly above the tenant's signature on the rental agreement.

- h. The terms and conditions under which any deposit or portion thereof may be withheld by the landlord upon termination of the rental agreement if any moneys are paid to the landlord by the tenant as a deposit or as security for performance of the tenant's obligations in a rental agreement;
 - i. A listing of the utilities, services, and facilities which will be available to the tenant during the tenancy and the nature of the fees, if any, to be charged;
 - j. A description of the boundaries of a mobile home space sufficient to inform the tenant of the exact location of the tenant's space in relation to other tenants' spaces;
 - k. A statement of the current zoning of the land on which the mobile home park is located; and
 - l. A statement of the expiration date of any conditional use, temporary use, or other land use permit subject to a fixed expiration date that is necessary for the continued use of the land as a mobile home park.
2. Any rental agreement executed between the landlord and tenant shall not contain any provision:
 - a. Which allows the landlord to charge a fee for guest parking unless a violation of the rules for guest parking occurs: Provided, That a fee may be charged for guest parking which covers an extended period of time as defined in the rental agreement;
 - b. Which authorizes the towing or impounding of a vehicle except upon notice to the owner thereof or the tenant whose guest is the owner of the vehicle;
 - c. Which allows the landlord to alter the due date for rent payment or increase the rent: (i) During the term of the rental agreement if the term is less than one year, or (ii) more frequently than annually if the term is for one year or more: Provided, That a rental agreement may include an escalation clause for a pro rata share of any increase in the mobile home park's real property taxes or utility assessments or charges, over the base taxes or utility assessments or charges of the year in which the rental agreement took effect, if the clause also provides for a pro rata reduction in rent or other charges in the event of a reduction in real property taxes or utility assessments or charges, below the base year: Provided further, That a rental agreement for a term exceeding one year may provide for

- annual increases in rent in specified amounts or by a formula specified in such agreement;
- d. By which the tenant agrees to waive or forego rights or remedies under this chapter;
 - e. Allowing the landlord to charge an “entrance fee” or an “exit fee.” However, an entrance fee may be charged as part of a continuing care contract as defined in RCW 70.38.025;
 - f. Which allows the landlord to charge a fee for guests: Provided, That a landlord may establish rules charging for guests who remain on the premises for more than fifteen days in any sixty-day period;
 - g. By which the tenant agrees to waive or forego homestead rights provided by chapter 6.13 RCW. This subsection shall not prohibit such waiver after a default in rent so long as such waiver is in writing signed by the husband and wife or by an unmarried claimant and in consideration of the landlord's agreement not to terminate the tenancy for a period of time specified in the waiver if the landlord would be otherwise entitled to terminate the tenancy under this chapter; or
 - h. By which, at the time the rental agreement is entered into, the landlord and tenant agree to the selection of a particular arbitrator.

Duties of Landlord

It shall be the duty of the landlord to:

1. Comply with codes, statutes, ordinances, and administrative rules applicable to the mobile home park;
2. Maintain the common premises and prevent the accumulation of stagnant water and to prevent the detrimental effects of moving water when such condition is not the fault of the tenant;
3. Keep any shared or common premises reasonably clean, sanitary, and safe from defects to reduce the hazards of fire or accident;
4. Keep all common premises of the mobile home park, and vacant mobile home lots, not in the possession of tenants, free of weeds or plant growth noxious and detrimental to the health of the tenants and free from potentially injurious or unsightly objects and condition;
5. Exterminate or make a reasonable effort to exterminate rodents, vermin, or other pests dangerous to the health and safety of the tenant whenever infestation exists on the common premises or whenever infestation occurs in the interior of a mobile home, manufactured home, or park model as a result of infestation existing on the common premises;

6. Maintain and protect all utilities provided to the mobile home, manufactured home, or park model in good working condition. Maintenance responsibility shall be determined at that point where the normal mobile home, manufactured home, or park model utilities "hook-ups" connect to those provided by the landlord or utility company;
7. Respect the privacy of the tenants and shall have no right of entry to a mobile home, manufactured home, or park model without the prior written consent of the occupant, except in case of emergency or when the occupant has abandoned the mobile home, manufactured home, or park model. Such consent may be revoked in writing by the occupant at any time. The ownership or management shall have a right of entry upon the land upon which a mobile home, manufactured home, or park model is situated for maintenance of utilities, to insure compliance with applicable codes, statutes, ordinances, administrative rules, and the rental agreement and the rules of the park, and protection of the mobile home park at any reasonable time or in an emergency, but not in a manner or at a time which would interfere with the occupant's quiet enjoyment. The ownership or management shall make a reasonable effort to notify the tenant of their intention of entry upon the land which a mobile home, manufactured home, or park model is located prior to entry;
8. Allow tenants freedom of choice in the purchase of goods and services, and not unreasonably restrict access to the mobile home park for such purposes;
9. Maintain roads within the mobile home park in good condition; and
10. Notify each tenant within five days after a petition has been filed by the landlord for a change in the zoning of the land where the mobile home park is located and make a description of the change available to the tenant.

Note: A landlord shall not have a duty to repair a defective condition under this section, nor shall any defense or remedy be available to the tenant under this chapter, if the defective condition complained of was caused by the conduct of the tenant, the tenant's family, invitee, or other person acting under the tenant's control, or if a tenant unreasonably fails to allow the landlord access to the property for purposes of repair.

Duties of Tenant

It shall be the duty of the tenant to pay the rental amount at such times and in such amounts as provided for in the rental agreement or as otherwise provided by law and comply with all obligations imposed upon tenants by applicable provisions of all municipal, county, and state codes, statutes, ordinances and regulations, and in addition the tenant shall:

1. Keep the mobile home lot which he occupies and uses as clean and sanitary as the conditions of the premises permit;
2. Properly dispose of all rubbish, garbage, and other organic or flammable waste, in a clean and sanitary manner at reasonable and regular intervals, and assume all costs of extermination and fumigation for infestation caused by the tenant on the tenant's leased premises;
3. Not intentionally or negligently destroy, deface, damage, impair, or remove any facilities, equipment, furniture, furnishings, fixtures or appliances provided by the landlord, or permit any member of his family, invitee, or broker, or any person acting under his control to do so;
4. Not permit a nuisance or common waste; and
5. Not engage in drug-related activities as defined in RCW 59.20.080.

Accommodations Under the Americans With Disabilities Act

Note: This section also requires The ADA Act of 1990; and as such, we will provide it in its entirety as a reference.

The Americans with Disability Act (ADA) of 1990 provides nondiscrimination protection for individuals with disabilities in the areas of employment, public services, transportation, access to public facilities and telecommunications. As stated in the act, its purpose is “to provide a clear and comprehensive national mandate for the elimination of discrimination against individuals with disabilities.” Most of the ADA provisions took effect in 1992.

Title III of the Americans with Disabilities Act

Title III covers businesses and nonprofit service companies that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation, and commercial facilities. Public accommodations are private entities who own, lease, lease to, or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, funeral homes, day care centers, and recreation facilities including sports arenas and fitness clubs.

Transportation services provided by private entities are also covered by Title III. Public accommodations must comply with nondiscrimination requirements that prohibit exclusion, segregation, and unequal treatment whenever it is reasonable to do so. They

also must comply with specific requirements related to architectural standards for new and altered buildings; reasonable modifications to policies, practices, and procedures; effective communication with people with hearing, vision, or speech disabilities; and other access requirements. Also, public accommodations must remove barriers in existing buildings where it is easy to do so without much difficulty or expense, given the public accommodations resources.

Courses and examinations related to professional, educational, or trade-related applications, licensing, certifications, or credentialing must be provided in a place and manner accessible to people with disabilities, or alternative arrangements must be offered.

Commercial facilities, such as factories, must comply with the ADA's architectural standards for new construction.

All new construction and modifications must be accessible to individuals with disabilities. For existing facilities, barriers to services must be removed if readily achievable. Public accommodations include facilities such as restrooms, restaurants, hotels, retail stores, etc., as well as privately owned transportation systems.

An individual with a disability is a person who:

- Has a physical or mental impairment that substantially limits one or more major life activities
- Has a record of such an impairment
- Is regarded as having such impairment

The ADA requires that no one can be discriminated against, because of a disability, with respect to accessibility in any place of public accommodation. A public accommodation is a public or private entity that is open to public for commerce. The ADA requires the following to be accomplished, as long as it is "reasonably achievable" (please refer to section I of this chapter on Title III of ADA):

- New construction, when not structurally impossible, must be made accessible to people with disabilities.
- Items that would be a barrier for architectural issues and communication issues must be removed so that goods and services can be accessed by folks with disabilities.
- Auxiliary aids and services must be provided so that no one who had a disability is excluded or treated different from other people.

Residential landlords are also subject to the requirements of the Americans with Disabilities Act (ADA) when it comes to renting housing to individuals with disabilities. ADA requirements require the landlord to make “reasonable accommodation.” The landlord must allow the tenant (at the tenant’s expense) to make modifications to the unit to meet his/her individual needs. At the end of the rental period, the tenant must return the unit to the original condition, at the landlord’s discretion. Also, a landlord must allow a Seeing Eye dog in the unit of a visually impaired tenant or person with a service dog. In the case of a single rental unit in an owner’s residence, the law permits refusal to make physical changes to the unit.

Example: Bob wishes to rent an apartment in a 20-unit complex. Bob has a service dog. The landlord has a strict policy, with no pets allowed. As long as Bob qualifies to pay the rent and has good credit, the landlord is prohibited from discriminating against Bob, according to the ADA, and must rent the unit to Bob and his service dog.