



Disability Law Center's Self-Advocacy Materials

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Housing

This document is designed for people with disabilities.

The information is about your legal rights and how to advocate for yourself as a resident in Massachusetts.

Contact us to request this information in an alternative format.

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Funding

DLC receives funding from government grants, private foundations, and individual contributions. For details about our funding and programs, please visit our website:

<https://dlc-ma.org>



Terminating a Residential Lease as a Reasonable Accommodation

You Will Learn About:

When a tenant with a disability may end a residential lease early, because of the tenant's disabilities, without paying any penalties.

This document includes general information about legal issues and is intended to be used for informational purposes only. These informational materials should not be taken as legal advice, and do not create an attorney-client relationship. The outcome of any particular matter will depend on a variety of factors. For specific legal problems you would need to contact an attorney.

What Is a Reasonable Accommodation? And who may receive one?

A **reasonable accommodation** is a change in a rule, policy, practice, or service that is necessary to give a **person with a disability** an equal opportunity to use and enjoy a dwelling. Housing providers (landlords, property managers, public housing authorities, etc.) are required to provide reasonable accommodations for individuals with disabilities unless doing so would be an “undue administrative or financial burden” on the housing provider. Whether a request for an accommodation is reasonable is decided on a case-by-case basis.

A **person with a disability** is someone with a physical or mental impairment that substantially limits one or more major life activities. This includes but is not limited to: walking, reaching, lifting, breathing, seeing, hearing, working, learning, communicating, and caring for oneself.

When would a tenant be able to end a lease early as a reasonable accommodation?

This pamphlet covers situations in which a tenant with a written lease agreement wants to leave before the lease ends, because of the tenant’s disabilities. If you do not have a lease, but you do have a rental agreement which renews month-to-month (a tenancy-at-will), this pamphlet does not apply to you.

Many residential leases are for a set amount of time. (The most common are for 12 months. However, they could also be for some other period of time). These leases, which create a **tenancy under lease**, mean that the tenant has the right to stay in the unit for the length of the lease. During that time, the landlord cannot evict the tenant without a reason (such as for failing to pay rent or for seriously violating a term of the lease).

The flip side of restricting the landlord’s ability to evict the tenant is that many residential leases also restrict the ability of the tenant to move out early (meaning, before the term of the lease expires), without paying a financial penalty and giving the landlord advance notice (usually 30 or 60 days).

But what if you, as the tenant, want to move out early for a reason related to a disability? In that case, you might be able to request a reasonable accommodation from your landlord that would allow you to move out early without paying a financial penalty or without giving the landlord the kind of notice that would normally be required.

What are acceptable reasons to end a lease early?

Under Massachusetts and federal law, housing providers are required to grant a tenant's request for a reasonable accommodation, as long as the accommodation would not impose undue financial or administrative burdens on the housing provider. Not all requests qualify as a reasonable accommodation. Whether a request to terminate a lease early would qualify as a reasonable accommodation depends on all the facts and circumstances. This may include:

- your disabilities;
- whether the disabilities recently became worse;
- the nature of your current housing situation;
- the reason(s) why you need to move from your current housing to other housing;
- how the new housing will be better suited to your disability-related needs; and
- how long before the lease expires you are seeking to move out.

The following are some situations in which ending the lease early so the tenant can move out into more suitable housing **could qualify** as a reasonable accommodation:

- A tenant with a disability wants to move out early because the tenant's condition has recently worsened, and the tenant now requires an overnight care attendant. The current unit is not large enough for the attendant to stay overnight and so the tenant needs to move to a bigger unit. (In this situation, the tenant should first seek to transfer to a different unit owned by the landlord that would be big enough. If that is unsuccessful, the tenant may try to terminate the lease early.)
- A tenant with a mental disability feels unsafe in the current housing because, for example, new neighbors have moved in whose behavior triggers a tenant's anxiety disorders or post-traumatic stress disorder.
- A tenant with a disability has a long-time doctor that is too far away from the tenant's housing and the tenant needs to move closer for more frequent visits.
- A tenant who is not able to receive adequate care in the current housing gets off the waiting list for a specialized care facility that will provide care for the tenant's disabilities. The spot may not be available if the tenant waits until the end of the lease term to move.

While these examples are not the only situations in which a request to terminate a lease early without paying financial penalties might be granted as a reasonable accommodation. However, they illustrate the kinds of situations in which it may be allowed.

In general, requests to move out before a lease is up as a reasonable accommodation are **more likely to be successful if the disabilities or medical conditions have become worse during the term of the lease** or if something has occurred during the

lease that makes moving out urgent. If the tenant knew about all the problems with the housing when the lease began, they may have to explain why the tenant signed the lease in the first place.

On the other hand, a request to move out early without paying a penalty **will likely be unsuccessful** if there is no disability-related reason you need to move out and you simply want to move to a different apartment that you like more.

What steps should a tenant take to end a lease early as an accommodation?

If you want to move out early without paying the financial penalty that a lease would require you to pay, you should do the following:

1. Formally ask your landlord or property manager for a reasonable accommodation that would allow you to move out early without paying the financial penalty or without giving full advance notice. You should communicate with your landlord or property manager as soon as possible about why you want to move out early. It is best to make this request in writing. Keep a copy of the written request.
2. If possible, support your written request with a short letter from your regular doctor or other medical professional. They should explain why it is necessary for you to move out early to accommodate your disabilities. The doctor or medical professional should explain your current housing situation is making your disabilities worse or is not allowing your disabilities to be addressed as best they can. (See 'Sample Letter from a Service Provider' on DLC's website).
3. If you have a mobile voucher (for example, through Section 8 or the Massachusetts Rental Voucher Program), coordinate this with your private landlord and the agency administering the voucher. You need to remain in compliance with all program rules to retain your voucher. They may require you and the landlord to sign a form (**a rescission agreement**) which states the new earlier date on which your lease will end. They should provide you with a copy of this form.

Other Resources

Where Do You Go If You Still Need Legal Help?

If you need legal representation or advice, please call the Disability Law Center (DLC) at 1-800-872-9992. Or, please fill out the online form here: <https://www.dlc-ma.org/ask-for-help/>. Unfortunately, we do not have the resources to help everyone who calls us.

If DLC cannot provide you with either legal representation or advice, we may refer you to:

- A local fair housing program;
- The local legal service program (see <https://www.masslegalservices.org/FindLegalAid>)
- Your local bar association referral service

If you would like to file a fair housing complaint against a landlord that has refused to allow you to break your lease early as a reasonable accommodation, you may file a discrimination complaint under both state and federal law with the Massachusetts Commission Against Discrimination (MCAD). (<http://www.mass.gov/mcad/filing-complaint/how-to-file-a-complaint.html>)