



# 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, as well as the operation of major bodily functions, such as the immune system, normal cell growth and digestive, neurological and respiratory functions.

## When can a tenant end a lease early as a reasonable accommodation?

This information sheet covers situations where a tenant with a written lease agreement wants to leave before the lease ends, because of the tenant’s disability. 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 good 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 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, need to move out early for a reason related to a disability? In that case, you can 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. These may include:

- Your disability;
- Whether the disability 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 where ending the lease early so the tenant can move into more suitable housing **could qualify** as a reasonable accommodation:

- A tenant with a disability wants to move out early because the tenant's medical condition has recently worsened, and the tenant now requires an overnight personal 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 psychological 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 and that behavior cannot be mitigated by the landlord issuing a warning letter, providing sound dampening, etc.
- A tenant with a disability starts seeing a specialist 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 an assisted living facility that will provide around the clock care for the tenant. The spot may not be available if the tenant waits until the end of the lease term to move.

These examples represent some common scenarios where a tenant may be able to terminate a lease early without paying financial penalties as a reasonable accommodation. There may be other scenarios as well, depending on the factors listed above. Each situation must be looked at on a case-by-case basis.

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 first appeared or have worsened 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 and any subsequent communications that you have with the landlord.
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 that 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 with both 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**) stating the new earlier date on which your lease will end. They should provide you with a copy of this form. If you plan to continue to use your voucher in your new apartment, the administering agency must approve this as well.

## 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 and leave a message or complete our online intake form at <https://www.dlc-ma.org/ask-for-help/>.

Unfortunately, we cannot help everyone who contacts 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 should try to consult with an attorney before filing the complaint. There are administrative agencies where you can file a housing complaint, even if you do not have an attorney representing you. You may file a discrimination complaint under both state and federal law with the Massachusetts Commission Against Discrimination (MCAD). (See <https://www.mass.gov/how-to/how-to-file-a-complaint-of-discrimination>). You may also file a discrimination complaint under federal law with the U.S. Department of Housing and Urban Development (HUD). (See <https://www.hud.gov/fairhousing/fileacomplaint%20>). You also may have the right to file a lawsuit in state court, including housing court, or in federal court. Please consult with an attorney regarding deadlines for filing your complaint.