

Quick Guide

Reasonable Adjustments for Disability

Tenants and Residents

Introduction

If you rent your home from a social landlord or are going to do so, you might have a right to changes that will help you live there with your disability. The Equality Act 2010 calls these changes 'reasonable adjustments'. Reasonable adjustments can take many forms: changes to policies, practices or terms of your agreement, the provision of extra equipment or support, or remodelling your home to allow improved access.

If the changes are necessary and have to be made, the law calls this the 'duty to make reasonable adjustments'.

Application of the Duty to Make Reasonable Adjustments

The duty will only apply to you if you have a disability under Section 6 of the Equality Act 2010. It can be a visible or invisible disability, as long as your condition or illness is recognized as a disability under the Equality Act 2010, the duty to make reasonable adjustments covers you.



If your social landlord has a duty to make adjustments, they should also meet the costs of complying with the duty. This means that the landlord must pay for making the reasonable adjustment. They should not ask you to pay, or add the cost to your rent or service charge.

Your social landlord might have to make adjustments for you if you're at a substantial disadvantage compared to people who don't have a disability. This could be because the landlord has 'a rule, practice or way of doing things' that disadvantages you, and the legal term for this is a 'provision, criterion or practice'. Or it could be that not having extra equipment, aids or services puts you at a disadvantage. The legal term for this is an 'auxiliary aid'.

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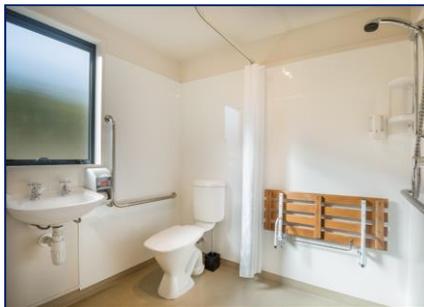
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These requirements are called the first and third requirements of the reasonable adjustment duty and are covered in sections 20(3) and 20(5) of the Equality Act 2010.

It is not necessary to delve too deeply into the legal aspects of the Equality Act, other than to say, a 'provision, criterion or practice' could include a term in your tenancy agreement or just a way your landlord does things.

Defining a Reasonable Adjustment

There is no definition of what's reasonable because the kind of adjustment needed, and how reasonable it is to expect it to be carried out, will depend on lots of factors.



Assessment of what constitutes a 'reasonable adjustment' takes account of how easily the adjustment could be made, and for smaller providers, how much it would cost. You should also consider that the more a particular adjustment would prevent the disadvantage for you, the more likely it is to be deemed 'reasonable'.

When asking for a reasonable adjustment be polite and constructive to work with your landlord. Explain why you need the adjustment. There are lots of templates available online to help you make a reasonable adjustment request, and also organizations that can help and support you do this.

SHAC

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