

Brockmeyer v. The Cornerstone Housing Corporation o/a The Cornerstone Life Lease - February, 2014

[COMPLETE PDF DECISION](#)

SUMMARY

The complainant filed a complaint against her landlord alleging that it had failed to reasonably accommodate her disability related needs, which included taking adequate steps to determine the nature of those needs or to accommodate them to the point of undue hardship.

The complainant alleged that prior to signing the lease she and her mother had communicated that her mother had a need for grab bars in the bathroom and to be able to use certain aides including a bath lift and toiletator in her suite. The complainant alleged that she made ongoing requests to ensure that the suite was modified prior to her mother occupying the suite and that she be permitted to view the suite during construction to enable her to determine if any modifications were required in respect to utilizing the aides in the suite.

The respondent argued that it reasonably accommodated the complainant's needs and that any changes that were to be made to the suite could have been done at the complainant's own cost and after occupancy.

The Adjudicator granted the Commission's request to amend the complaint to allege a contravention of section 16 of The Human Rights Code which specifically prohibits discrimination in housing.

The Adjudicator determined that the landlord's duty to accommodate included a duty to consent, on reasonable terms, to modifications to private living space to meet the special needs of a tenant and found that in this case, the complainant had the primary responsibility for proposing accommodation measures. The Adjudicator found custom modifications to private living space to fall into a different category than modifications to common living space in a condominium complex for example and concluded that the landlord did not have an obligation to pay for any of the modifications to the suite unless it could be shown that the landlord's failure to provide reasonable accommodation materially increased the costs of the work.

The Adjudicator was satisfied that the construction was behind schedule and that it would have been an undue hardship for the landlord to have arranged for the modifications to be made prior to the complainant taking occupancy and that it was not reasonable to expect the landlord to have shared the dimensions of the bath tub and similar information with the complainant.

The Adjudicator determined the landlord had satisfied its obligations to provide reasonable accommodation of the complainant's disability related.

The complaint was dismissed.