



Chapter 7: Accommodation

In this chapter we will cover the following topics:

- [What is meant by accommodation providers?](#)
- [Discrimination in the provision of accommodation](#)
- [What happens if the service provider is also subject to the Ordinance in a different capacity \(i.e. as an employer or an education provider\)?](#)
- [Reasonable adjustments in the provision of accommodation](#)
- [Understanding the needs of accommodation providers](#)
- [Common reasonable adjustments for accommodation providers to think about](#)
- [Discriminatory acts or requests by tenants](#)
- [Overcoming bias in the provision of accommodation](#)

See also [Chapter 9](#) for advice on preparing for the legislation see the [implementation table](#) which sets out the timeline for when sections of the Ordinance are expected to come into force.

The Ordinance considers certain organisations to be accommodation providers. These are those who have the right to dispose of premises, whose permission is required to dispose of premises or who manage occupied premises. This definition is important as the Ordinance places a number of different obligations on accommodation providers that do not apply to other organisations who would fall under the definition of a service provider. All accommodation providers must not discriminate against their service users or tenants or prospective tenants. For example, a landlord must not discriminate against a customer or tenant, and it does not matter whether they are renting, selling, buying or providing property services or facilities on a commercial or residential basis as the case may be.

Accommodation providers are not subject to the proactive duty to make reasonable adjustments. If they are also a service provider or a school or education provider, they will be subject to a duty to make proactive reasonable adjustments in that capacity, but not in their capacity as an accommodation provider. In addition, where an accommodation provider is acting either as a residential or commercial landlord, then they are not subject to the duty to make reasonable adjustments in respect of physical features, instead the Ordinance imposes three additional separate duties on them which apply to minor adjustments and in relation to giving consent for tenants to make their own adjustments. [See Chapter 7.4](#). It should be noted though that landlords remain subject to the duty to make reasonable adjustments in respect of a provision, criterion or practice and/or auxiliary aids.

The definition of accommodation provider in the Ordinance does not only include commercial businesses, but would also cover individuals, charities and not-for-profit organisations, who provide accommodation or rented facilities.

Finally, it should be noted that whilst the specific reasonable adjustment duties in relation to landlords will not come into force before 1 October 2028, the overriding duty not to discriminate on a Protected Ground and the duty to make reasonable adjustments relating to a provision criterion or practice and/or auxiliary aids will be in force from 1 October 2023. For further information on the dates of implementation of the Ordinance please see the [implementation table](#).

The purpose of this section is to try to provide some practical guidance to accommodation providers who have responsibilities under these provisions of the Ordinance.

This section should also be read in conjunction with the exceptions relating to [accommodation providers](#).

7.1 What is meant by an accommodation provider?

An accommodation provider means a person who has the right to dispose of premises, a person whose permission is required for the disposal of premises and a person who manages premises which are occupied, and for the avoidance of doubt:

- **includes any person who has the right to provide commercial or residential property to another person whether by way of sale, tenancy or otherwise (including by granting a right to occupy): and**
- **does not include a person who provides premises which fall within a visitor economy use class within the meaning of Schedule 1 to the Land Planning and Development (Use Classes) Ordinance, 2017, namely a provider of serviced or non-serviced visitor accommodation.**

See section 31(7) of the Ordinance

A landlord is an accommodation provider who has disposed of property by way of a tenancy to a tenant.

See section 72(1) of the Ordinance

The term accommodation provider will be widely interpreted. The definition covers a number of different scenarios including both commercial and residential accommodation, and it is important to consider these each in turn:

- A person who has the right to dispose of premises could be a residential or commercial landlord or a property owner;
- A person whose permission is required for the disposal of premises could be a bank with a charge over a property;
- A person who manages premises which are occupied could be a property management company; and
- A person who has the right to provide commercial or residential property to another person whether by way of sale, tenancy or otherwise (including by granting a right to occupy) could include a letting agent.

In some instances an accommodation provider would also fall within the definition of a service provider.

Example

A sheltered housing scheme is an accommodation provider but if it offers art classes or alternative medical therapies to its residents it is also a service provider.

However, the Ordinance makes it clear that the provision of accommodation is not itself considered to be the provision of a service, for the purposes of the Ordinance. And the duty to make proactive reasonable adjustments will not apply in relation to the disposal of premises.

There is no specific definition for accommodation within the Ordinance, and what is meant by accommodation would be interpreted based on the normal meaning, including both residential and commercial property, as well as temporary or permanent accommodation.

The Ordinance will cover almost every business or person that deals with the public in some way as an accommodation provider. It will also include many charities who provide accommodation services to members of the public, irrespective of whether they charge for the service.

7.2 Discrimination when providing accommodation

The Ordinance makes it unlawful for an accommodation provider to discriminate when providing accommodation. The term disposal of premises encompassing both the selling and renting of properties.

An accommodation provider (A) must not discriminate against another person (B):

- **as to the terms on which A offers to dispose of premises to B;**
- **by not disposing of premises to B;**
- **in A's treatment of B with respect to things done in relation to other persons seeking premises;**
- **by not giving permission for the disposal of premises to B;**
- **by denying B access, or limiting B's access, to any benefit, facility or service provided by the accommodation provider;**

- **by evicting B (or taking steps for the purpose of securing B's eviction);**
- **by subjecting B to any other detriment in respect of the provision of accommodation.**

See section 31(1) of the Ordinance

This covers all of the different forms of discrimination set out in [Chapter 1](#) of the guidance, including:

- direct discrimination;
- indirect discrimination;
- discrimination arising from a disability; and
- discrimination by association.

In addition, an accommodation provider must not either victimise or harass a person and is subject to the duty of reasonable adjustments where a provision criterion or practice or lack of an auxiliary aid places a disabled person at a substantial disadvantage. However, accommodation providers have a separate duty to make reasonable adjustments to physical features of premises, which is different from the general duty owed by others under the Ordinance.

An accommodation provider would be prevented from refusing to provide accommodation to someone because of a Protected Ground. This could be both in terms of selling or renting that accommodation.

Example: Refusal to provide

A development company that is looking to sell a number of newly built homes asks an estate agent to make sure they don't sell to individuals of a particular national or ethnic origin.

This would amount to direct discrimination on the grounds of race by the estate agent. The development company would also have breached the Ordinance by instructing the estate agent to discriminate.

It is unlawful to apply different terms in relation to the provision of accommodation on the basis of a Protected Ground. This restriction applies to both financial and non-financial terms.

Example: The terms of the provision

A property management company manages and controls a residential block of flats on behalf of a landlord-owner. The block has a basement swimming pool and a communal garden for use by the tenants. A disabled tenant with a severe disfigurement is told by the company that they can only use the swimming pool at restricted times because other tenants feel uncomfortable in their presence. This would likely be direct discrimination because of disability.

Discrimination doesn't only arise in relation to the start or end the provision of accommodation but also applies equally to services provided in relation to the accommodation, and in particular how they are provided.

Example: The manner of the provision

A letting agency or estate agent has a policy of speaking only to the person named on the lease holder and not to a third party, even with the person's express permission. This could amount to indirect discrimination against (and failure to make a reasonable adjustment for) a deaf person who uses a registered interpreter who has been appointed by them to act on their behalf to call the letting agency or estate agent.

Finally, an accommodation provider cannot terminate the provision of accommodation because of a Protected Ground. This will often arise in the context of an eviction, but also applies to other services.

Example: Termination of the provision

A landlord serves notice to evict following the same sex partner of an existing tenant moving into the shared flat. If the landlord made this decision because the partner is the same sex as the tenant, this would be direct discrimination because of sexual orientation.

Whilst accommodation providers are under a duty not to discriminate when providing accommodation, the Ordinance makes it clear that an accommodation provider is not required to take a step which would fundamentally alter:

- the nature of the accommodation service provided; or
- the nature of the accommodation provider's trade or profession.

Example: Fundamental nature of the service

A person with a disability rents out a shop as part of a commercial lease. However, following a deterioration of their condition they want to extend the property and build a bedroom and bathroom off the back of the shop in order to allow them to live and sleep on the premises on days when commuting to and from the shop is too difficult. The installation of a bedroom and bathroom in this way would change the fundamental nature of the service.

Exceptions

It should be noted that there are a number of general exceptions within the Ordinance, as well as specific exceptions relating to accommodation providers where it is not necessarily unlawful to discriminate against a person on a Protected Ground. The specific exceptions for accommodation providers are as follows:

- An accommodation provider does not contravene the Ordinance if they dispose of private residential premises, without advertising or using an estate agent;
- An accommodation provider does not contravene the Ordinance where the accommodation being rented or otherwise disposed of is in the person's main home where they will continue to reside (or in the home of a close relative where that relative will continue to reside) and where the rooms disposed are not separate or self-contained and where the property is not a guest house or a house in multiple occupation;
- A provider of social housing can allocate housing in accordance with a person's needs without it being discrimination on the grounds of carer status, disability or race; and
- An accommodation provider can provide specialist accommodation which caters to the needs of persons with a Protected Ground without it being discrimination where they are doing so as a positive action or to assist in the recruitment of persons for employment from outside Guernsey where it is in the public interest to do so.

For further information on the exceptions please refer to [Chapter 8](#).

7.3 Accommodation providers acting in other capacities

Whilst an organisation may fall under the definition in the Ordinance of an accommodation provider, it is important to remember that there are different responsibilities for service providers, schools and education providers, and clubs and associations which may also apply when the organisation is acting in a different capacity. Accommodation providers may also have employees, and so the relevant sections relating to employers within the Ordinance will also apply to that relationship.

It is important to consider in what capacity an organisation is acting and so which part of the Ordinance will apply. There are different rules for each category and the implementation of certain provisions of the Ordinance will come into force on different dates. When acting as an accommodation provider the relevant parts of the Ordinance apply, but if that organisation is also providing a service then they need to be aware of the additional sections of the Ordinance that apply.

Example

A university which has staff accommodation which it provides to them as part of their job, has duties as an accommodation provider when acting in that capacity.

A university has duties as an education provider in relation to its students and prospective students when acting in that capacity.

A university which hires out its facilities at the weekend to members of the public has duties as a service provider when acting in that capacity.

A university which employs staff, has duties as an employer when acting in that capacity.

For further information on the duties which apply to:

- Service providers see [Chapter 4](#)

- Schools and education providers see [Chapter 5](#)
- Clubs and associations see [Chapter 6](#)

Please also see the table of [implementation dates](#).

For information in relation to employment, please refer to the separate [Employment Guide](#)

7.4 Reasonable adjustments when providing accommodation

Accommodation providers are subject to the general duty to make reasonable adjustments for disabled persons, but they are not subject to the proactive duty in relation to the disposal of premises. The proactive duty applies to service providers, schools and education providers.

In addition, where the accommodation provider is acting as a landlord, the duty to make reasonable adjustments in respect of physical features does not apply, instead the Ordinance imposes three additional separate duties which are explained later in this section.

It should be noted that all accommodation providers, including landlords remain subject to the duty to make reasonable adjustments where a provision, criterion or practice or lack of an auxiliary aid places a disabled person at a substantial disadvantage. See [Chapter 3](#).

Provision, criterion or practice

It is important for accommodation providers to understand how they could place a person with a disability at a substantial disadvantage. This might be because of the way in which accommodation is provided or the terms and conditions upon which it is provided. These will generally amount to a provision, criterion or practice. Where a disadvantage is identified, then the accommodation provider will need to consider and consult with the disabled person as to what steps would avoid that disadvantage, and then implement such steps as it is reasonable to do so.

What is reasonable will obviously vary from case to case. Accommodation providers need to consider matters such as how information is provided, when accommodation is provided, and in what form when determining reasonableness and reasonable adjustments.

Example: How is information provided?

An estate agent has a policy that all bookings must be made in writing using a paper form. This policy places some disabled people at a disadvantage, for example those with visual impairments. The estate agent amends the policy to permit disabled people and others who cannot complete the form to make their booking over the telephone. This is likely to be a reasonable adjustment.

Example: Flexibility in arrangements

Keys must be delivered and returned at a particular time or on a particular evening to a letting agency, which clashes with the tenant's medical appointment for dialysis. A reasonable adjustment could be to arrange for the tenant to collect and return their keys at a different time.

Physical feature

Where an accommodation provider is acting as a landlord the duty to make reasonable adjustments in respect of physical features will not apply but other duties will apply instead (please see below). The term physical features are widely defined, but in the context of accommodation would include:

- a feature arising from the design or construction of a building;
- a feature of an approach to, exit from or access to a building; or
- a fixture or fitting in or on premises.

The term fixtures and fittings will be interpreted to have its normal meaning so would cover steps, fitted desks and lighting, for example.

If the accommodation provider is not acting as a landlord, then the duty in respect of physical features (which does not come into force until 1 October 2028)

can still apply in other circumstances.

Example

The main office of a housing association has a flight of steps up to their main entrance which has no handrail, and makes it difficult for residents and potential residents with a mobility impairment to attend meetings to discuss their accommodation needs. Although the housing association is an accommodation provider, and will in certain circumstances be subject to the landlord duty, in this example the main office is not a rental property, a service is being provided from it, therefore the housing association is a service provider for the context for the Ordinance, and would be still be subject to the duty to make reasonable adjustments in respect of their own office relating to its physical features from 1 October 2028.

Auxiliary aid

An auxiliary aid is a piece of equipment or a service that is used by a person with a disability and provides assistance which compensates for or removes any disadvantage or inequality connected with the disability. This does not include any item of personal equipment which the person would reasonably be expected to own. Accommodation providers are required to provide auxiliary aids, where this would constitute a reasonable adjustment, and they are not permitted to pass the related costs on to the disabled person.

Example

A tenant who suffers from severe asthma complains to their landlord that their flat is damp and has mould which is exacerbating their condition.

In these circumstances it would be a reasonable adjustment for the landlord to pay for a cleaning company to remove the mould from the flat as an auxiliary service and to install a dehumidifier as an item of auxiliary equipment.

Landlord duties in relation to physical features of premises

In the case of landlords of residential and commercial accommodation, in place of the duty to make reasonable adjustments relating to physical features of premises, they will be subject to the following three separate duties:

- Duty to carry out minor improvements – this applies to both **residential and commercial landlords**
- Duty on **residential landlords** to allow reasonable adjustments where a physical feature places a disabled person at a substantial disadvantage and the accommodation is their principal residence
- Duty on **commercial landlords** to allow reasonable adjustments to rented property

Commencement regulations need to be made before this section comes into force and, except for the duty to carry out minor improvements, these duties cannot come into force before 1 October 2028. The landlord could however opt to carry out or allow the relevant changes earlier.

After commencement, where a landlord fails to carry out minor improvements or unreasonably refuses permission to carry out works, then the landlord itself is considered to have failed to comply with their duty to make reasonable adjustments, and so would be deemed to have discriminated against the disabled person.

Duty to carry out minor improvements - residential and commercial landlords

Where the tenant is a disabled person or a disabled person lives in the accommodation as their principal residence (irrespective of whether they are the tenant or leaseholder on the lease or tenancy, for example they may be a member of the tenant's or leaseholder's household), then the landlord is under a specific duty to make minor improvements to the property, where the lack of that improvement places the disabled person at a substantial disadvantage.

For these purposes minor improvements are:

- **the replacement or provision of a sign or notice;**
- **the replacement of a tap or door handle;**
- **the replacement, provision or adaptation of a doorbell or door entry system; and**
- **changes to the colour of any wall, door or other surface.**

Section 34(7) of the Ordinance

The only exception to this duty is where the making of the minor improvements would be considered to place a disproportionate burden on the landlord, although given the limited nature of the duty, it would only be in limited circumstances this would arise. For the avoidance of doubt, it does not matter whether the property in question is commercial premises or residential premises.

Example

A disabled person with arthritis in their hand rents a house. The tenant has difficulty gripping the bathroom taps due to their condition and needs a grab rail installed in the shower.

Taps would fall under the duty to make minor adjustments, following discussions with the person, the landlord installs specially adapted taps.

The grab rail does not fall under this duty in respect of minor improvements, therefore the person needs to seek permission under the terms of the lease to install the rail, and the landlord will then consider that request in accordance with their residential landlord duty - see below.

Adjustments to rented property - residential landlords

There is also a specific duty on residential landlords to allow reasonable adjustments to be made by the disabled tenant where a physical feature places them at a substantial disadvantage and the accommodation is their principal residence. This will not come into force before 1 October 2028.

The duty is limited to certain prescribed works which at present are either:

- **an alteration to, or the addition of, fixtures and fittings (including, without limitation, grab rails, special bathroom or sanitary fittings and stair lifts); or**
- **an alteration or addition to a physical feature connected with the provision of services to the accommodation.**

of the Ordinance

See section 35(5)

In addition, in granting permission for reasonable adjustments, a landlord may require the tenant to:

- **pay any or all of the costs of any works on the prescribed list of works undertaken;**
- **engage an appropriately qualified tradesperson to undertake the work on the prescribed list of works;**
- **demonstrate that the tenant has or will have the resources to restore the property to its original condition at the end of the tenancy; and**
- **restore the property to its original condition at the end of the tenancy.**

See section 35(3) of the Ordinance

Where a landlord unreasonably refuses permission to carry out works, then the landlord itself is considered to have failed to comply with its duty to make reasonable adjustments, and so would be deemed to have discriminated against the disabled person.

See section 35(4) of the Ordinance

Where a landlord is considering a request from a tenant who is wanting to carry out adjustments to the accommodation they will need to seriously consider any request and act reasonably. This will always need to be considered in the context of the specific request. For example, if the request would result in a permanent reduction in the value of the property or would cause significant disruption or inconvenience to other adjoining tenants then these might be the kinds of factors a landlord could reasonably take into account. However, a trivial or arbitrary reason would clearly be unreasonable, and unless the landlord could demonstrate it would materially harm its or a relevant third party's interests it would generally be unreasonable to withhold consent.

The tenant would be required to pay for some or all of the adjustments themselves, if they wanted the adjustments made and could also be required to use an appropriately qualified tradesperson and restore the property to its original condition at the end of the tenancy.

Example

The disabled person with arthritis then writes to their landlord to ask for permission install a grab rail in the shower.

The landlord considers the request in accordance with their residential landlord duty, and agrees on the condition that the person has to pay the costs of the rail, get an appropriately qualified tradesperson to undertake the work and agree to restore the property to its original condition at the end of the tenancy.

Adjustments to rented property - commercial landlords

In practice many organisations do not own the premises in which they operate, rather they rent the building or office as tenants from a commercial landlord. In most instances, the organisation will have restrictions under the terms of their lease in relation to adjusting the property they occupy. Where this is the case, the Ordinance also creates a specific duty on landlords to allow reasonable adjustments for the benefit of employees or service users of a tenant. This is similar to the duty in respect of residential landlords and will also not come into force until 1 October 2028.

In granting permission for reasonable adjustments to a physical feature, a landlord may require a tenant to:

- **pay any or all of the costs of any works undertaken;**
- **engage an appropriately qualified tradesperson to undertake the work; and**
- **restore the property to its original condition at the end of the tenancy.**

See section 36(3) of the Ordinance

The two key differences for commercial premises compared with the duty in respect of residential properties are that for commercial premises:

- the duty is not limited to a prescribed list of works, it can extend to any physical feature; and
- there is no equivalent ability on the part of the landlord to require the tenant to demonstrate they have the resources to restore the property.

Example

A small business occupies a shop premises in a row of shops. This is part of a new development which is rented from the developer. To comply with its duties under the Ordinance, the shopkeeper wishes to improve the accessibility of the shop for disabled people by providing a wider front door. It seeks permission to do so from the developer who refuses permission on the ground that all the shops in the row must have the same appearance. It is likely to be unreasonable to withhold consent in these circumstances unless planning permission is not granted.

Fundamental nature of the service

Whilst landlords are under a duty to make reasonable adjustments in relation to the provision of their goods, services, or facilities an accommodation provider is not required to take a step which would fundamentally alter:

- the nature of the service; or
- the nature of the service provider's trade or profession.

Example

Following a car accident, a tenant suffers injuries that result in neurological condition that requires 24-hour access to nursing care. The accommodation owner does not provide this service in the housing that it offers. Although the landlord must allow the person to obtain the nursing care and comply with its landlord duties in respect of any adjustments required to the property, it would constitute a fundamental alteration in the nature of the service to require the landlord to provide sheltered accommodation as an auxiliary service.

Reasonableness of the adjustment

A reasonable adjustment does not have to be made where it would be a disproportionate burden on the accommodation provider. Factors that might be taken into consideration when considering whether something is a disproportionate burden might include, for example:

- In a common area of a block of flats, the effect on other residents may be something to consider;
- Benefit to all users including visitors to the building; and
- Length of tenancy i.e. where the term is deliberately short due to the fact that the landlord is letting out the property during a six-month holiday, it may not be reasonable for the tenant to be allowed to convert a bath to an accessible wet room

See section on disproportionate burden in [Chapter 3](#).

7.5 Understanding the needs of accommodation users

Accommodation providers are subject to a duty not to discriminate on a Protected Ground as well as the general duty to make reasonable adjustments in respect of disabled persons. However, they are not subject to the proactive duty to make reasonable adjustments and where they are acting as commercial or residential landlords, then the duty to make adjustments in respect of physical features does not apply, and instead they will become subject to the specific duties in respect of

minor works and considering requests by tenants, as explained above.

It is important for an accommodation provider to understand what obligations it is subject to, as this will assist it in understanding the needs of accommodations users, and ultimately comply with the Ordinance.

Neither the general duty to make reasonable adjustments, nor the specific landlord duties (when they come into force) are intended to require accommodation providers to anticipate the needs of every individual who may use their accommodation or their accommodation provision services. It is also important even though the duty in respect of physical features does not apply to landlords, they are still subject to the duty to make reasonable adjustments in respect of any provision, criterion or practice (PCPs), and auxiliary aids.

Before the accommodation provider takes such steps as it is reasonable to have to take to avoid the disadvantage as set out in the Ordinance in relation to any provision, criterion, or practice and/or aid, the accommodation provider must consult with the disabled person to ask their view as to what steps would avoid the disadvantage, and may also consult such other persons as the accommodation provider considers appropriate.

See section 32(3) of the Ordinance

There is no obligation on the disabled person to necessarily point out the difficulty, or come up with the solution, but where the accommodation provider is aware that the person is disabled and is placed at a substantial disadvantage, then the accommodation provider should consult with the disabled person about reasonable adjustments.

Although this duty to consult does not specifically apply to the landlord duties, from a practical perspective in order to comply with their duties it will often be necessary for there to be a dialogue when an issue is identified. This may be as simple as having a conversation with the accommodation user. Where there has been no consultation with the accommodation user, the failure to do so could be taken into account in considering whether there has been an unreasonable refusal.

Understanding the needs of disabled accommodation users

Disabled people are individuals who have different requirements, so the same adjustment will not mitigate a disadvantage for everyone even if two people have the same impairment. The example below describes a policy that would only discriminate against visually impaired persons with guide dogs.

Example

Visually impaired people who use guide dogs will be prevented from renting a flat with a 'no dogs' policy, whereas visually impaired people who use white canes will not be affected by this policy.

There is no proactive duty on accommodation providers to make reasonable adjustments in relation to the disposal of premises. However, this does not mean that accommodation providers should always wait for an issue to arise. The general duty still requires an accommodation provider to seek to actively engage with any issues and start by addressing the obvious ones.

It is recommended that accommodation providers may find it helpful to proactively consider what issues may arise so that they are in a better position to respond to any requests that do arise.

Whilst there is no single exhaustive list of issues that an accommodation provider must consider, the following may be a useful starting point:

- planning in advance for the requirements of any known accommodation users who are disabled and reviewing the reasonable adjustments in place;
- consideration of what might be seen as a disproportionate burden;
- conducting access audits on premises considering different impairments;
- asking disabled customers or tenants for their views on reasonable adjustments;
- consulting local disability groups;
- considering how best to draw people's attention to existing reasonable adjustments;

- ensure any auxiliary aids are properly maintained and having a plan in place in case they do not work;
- training employees to appreciate how to respond to requests for reasonable adjustments;
- encouraging employees to develop additional skills for disabled people (for example, communicating with hearing impaired people);
- consider any adverts, websites, policies that stipulate how queries are handled, and any policies to ensure that a property will not be refused on the grounds that the prospective tenant has or is indirectly associated to a person with protected grounds;
- ensuring that employees are aware of the duty to make reasonable adjustments and understand how to liaise with disabled customers so that reasonable adjustments can be identified and made; and
- if carrying out any renovation or redecoration work, new kitchen, new bathroom etc then think how to make the property the most accessible. It will increase the market for the property as well as complying with duties under the Ordinance.

7.6 Common reasonable adjustments for accommodation providers to think about

There is no exhaustive list of reasonable adjustments that accommodation providers need to consider but a number of illustrative examples are set out below:

Example: Provision of information in other formats

A flat owner with a visual impairment is regularly sent printed statements providing a breakdown of service charges, despite the fact that on previous occasions they were unable to read them. The customer is initially told that the software which generates the statements does not enable a record to be kept of customers' needs for alternative formats. However, the property manager following discussion with the person identifies that if these can be sent in an electronic format then the person has the audio reader software on their computer and can then access the information. This is likely to be a reasonable adjustment.

Example: Allow tenant to be accompanied by a friend or relative

A person wishing to deal directly with a property management company who has a hearing impairment could find attending an appointment with the property management company to be a daunting experience as they may have difficulty understanding what they are being told. A reasonable adjustment could be to allow a friend to attend the appointment to ensure that they could understand everything that the property management representative said. Such an adjustment would not cost money but the accommodation provider may need certain permissions to be allowed to deal with a friend/agent on the tenant's behalf.

Similar adjustments could be made for a person who stammers who may find the assistance or presence of a friend helpful (or necessary) to communicate.

Example: Voice Activation Software on Telephone Systems

A person with a stammer or speech impediment may find voice - activated phone systems difficult to use. They may take too long to answer a question and be disconnected. A reasonable adjustment could be to either have a touchphone option system or the option to speak with a real person.

Example: Car parking

A block of flats has a number of unallocated parking slots for its residents. A tenant has a mobility impairment which means that they need to be able to park close to the main entrance.

This isn't always possible as the parking is unallocated, so if they are late home from work, they have no choice but to park in one of the spots furthest away from the main entrance. Following consultation with the tenants, the landlord decides to implement a system of allocated parking and assigns the parking spot nearest to the front door to the person with the mobility impairment. This is likely to be a reasonable adjustment.

Example: Accessibility of websites

A local estate agency establishes a website but is contacted by a member of the public to say they have difficulty accessing it due to a visual impairment. After consulting with the Royal National Institute of Blind People (RNIB) and local charity groups who provide guidance, to ensure the website is accessible to people who are visually impaired, the estate agency ensures that its website is set up so that the contents of its website can be used with a screen reader and any images that are used have a text alternative. This is likely to be a reasonable adjustment.

Example: Corresponding with tenants

A tenant has bipolar disorder. Sometimes when they are feeling unwell they don't pay attention to their post. The tenant writes to their landlord and asks them to send any important letters about the tenancy or rent to their parents as well as sending them to the tenant. This is so the tenant can be sure that they know about changes in rent, when repairs happen and whether they owe any money, and ultimately to ensure that they comply with the terms of the lease. This is likely to be a reasonable adjustment.

Example: Engaging with customers who have difficulty in providing written instructions

An estate agent normally obtains its instructions either by meeting in person in their offices or exchanging emails. A customer with multiple disabilities is unable to effectively communicate in writing or to attend their offices, so the estate agent arranges to meet the customer at their home and with their consent to record that conversation in order to obtain instructions. This is likely to be a reasonable adjustment.

Example: Installation of ramps

The head office for a housing association has two steps at the main entrance, which means that those who are wheelchair users or people with mobility impairments cannot enter. The housing association owns the building and decides to install a permanent ramp next to the two steps to improve access for all. This is likely to be a reasonable step to have to take from 1 October 2028 but would not be required before.

Example: Duty not to unreasonably refuse reasonable adjustments

A tenant has short stature due to a genetic condition. They have problems reaching normal height appliances. They ask the landlord for the following changes:

- request from a tenant to lower a kitchen work top;
- request to change a bath to a walk-in shower;
- request to install a stairlift; and
- grab rails outside the front door step.

The requests listed above may need to be permitted from 1 October 2028.

However, they are not things that a residential landlord would need to pay for; the tenant must fund these changes. Requests do not have to be considered before 1 October 2028, but the landlord can choose to consider any requests made before then if they wish.

Example: Minor improvements duty

A tenant has multiple sclerosis and uses a wheelchair. The tenant finds it hard to use some fixtures in the home.

The tenant writes to the landlord to:

- provide accessible door handles;
- provide accessible taps in the kitchen; and
- change the colour of the walls because the tenant doesn't like it.

The first two of these requests would fall under the minor improvements duties for landlords, which will not be in force on 1 October 2023, but will come into force at a later date when a commencement regulation is approved. Whilst changing the colour of the walls can fall under the same minor improvement duty, there must be a disadvantage to the disabled person for the minor improvements duty to apply, and so in this example the landlord would not be under an obligation to make the change.

7.7 Discriminatory acts or requests by accommodation users and competing Protected Grounds

Occasionally, an accommodation provider may find themselves in a position where they are aware of discriminatory actions or requests by accommodation users or third parties, such as other tenants. Whilst the Ordinance does not expressly deal with such matters, the accommodation provider may also find themselves in the position of considering conflicting requests based on competing Protected Grounds.

The conflict may, for example, arise from the religion or belief of one party, against either the race, religion or belief, or sexual orientation of the other party. Parties may include the accommodation provider (and sometimes their employees), the accommodation user or other tenants. Such cases involve careful consideration of the facts.

It could be that an accommodation user may themselves commit discriminatory acts towards either other accommodation users, or the employees of the accommodation provider. There is nothing within the Ordinance which makes the accommodation provider liable for these actions, unless their refusal to act is itself discriminatory. The exception to this would be in relation to a harassment claim by an accommodation user in relation to their disability which placed them at a substantial disadvantage, where the accommodation provider failed to act to try and stop this behaviour and to provide a reasonable adjustment, or where the accommodation user was acting as the accommodation provider's agent or employee.

Example: Objection because of religious beliefs

A landlord rents an open market shared house to a number of tenants. Following a viewing by a potential tenant, one of the existing tenants writes to the landlord objecting to renting a room to the person based on their conflicting religious beliefs. Regardless of how strong the views of the existing tenant, it would be discrimination for the landlord to decline a prospective tenant upon receiving a discriminatory request from an existing tenant stating that they do not want to house share with a member of a particular religion.

Example: Chronic fatigue

A hotel provides staff accommodation to its employees and so they are then acting as an accommodation provider. One of the rooms is next to a loud generator and the occupant who suffers from chronic fatigue syndrome is unable to sleep because of the noise. Staff at the hotel are aware that the occupant wishes to move and, because they do not wish to be reallocated to the room, harass them about it.

Whilst all occupants would be affected by the noise, because a person with chronic fatigue syndrome would be placed at a particular disadvantage by not being able to sleep, in these circumstances the hotel may be under a duty to make reasonable adjustments by allocating the person to a different room. They should also have a clear policy that harassment of other occupants is not acceptable.

7.8 Overcoming bias when providing accommodation

One of the biggest challenges for accommodation providers is dealing with unconscious bias (which is also known as implicit bias). Unconscious biases are social stereotypes about certain groups of people that individuals form outside their own conscious awareness based on their own background, culture, context and personal experiences.

It is important to recognise that we all have unconscious biases. We each have an in-built tendency to organise our social worlds by categorising people into groups. These biases are very often automatically triggered by our brain making quick judgments and assessments.

Direct discrimination is unlawful, no matter what the motive or intention, and regardless of whether the less favourable treatment is conscious or unconscious. Accommodation providers may have prejudices that they do not even admit to themselves or may act out of good intentions – or simply be unaware that they are treating the accommodation user differently because of a Protected Ground.

Example

A person from an ethnic minority makes an appointment with an estate agent and explains that they are looking to relocate to Guernsey and want to buy a large open market property. The person attends the appointment wearing traditional dress from their country, rather than a suit. The agent jumps to the conclusion that the person does not have sufficient funds to buy a property because of their appearance and so asks the person for financial information to be able to demonstrate they have the means to purchase a property.

On the basis the agent wouldn't normally take this step before arranging a viewing of the property, this would amount to direct discrimination on the grounds of race. This is true regardless of whether the person could actually afford the property.

Overcoming these biases can sometimes be difficult, but the starting point for accommodation providers, is to ensure all staff have received training around:

- how unconscious bias can arise;
- the importance of challenging those assumptions in ourselves and others; and
- steps that can be taken to avoid those biases.