

RELIGIOUS ACCOMMODATION FOR THE MEZUZAH: YOUR RIGHTS UNDER FAIR HOUSING LAWS

A mezuzah is a small, unobtrusive object – typically less than six inches long and an inch wide – which for millennia has been placed on the outer doorposts of Jewish homes in fulfillment of religious obligations. A mezuzah is not a decorative choice for Jews, or a choice of any kind. Rather, an observant Jewish person cannot buy, rent or reside in a residence where placement of a mezuzah on the outer doorpost is prohibited.

Tens of thousands of Jewish homes across America have mezuzahs (the Hebrew plural is “mezuzot”) on their doorposts. Many of these homes are in neighborhoods, developments or buildings subject to home owner or condominium association (“Association”) policies or rental rules. Some of these communities have aesthetic or other restrictions which on their face would prohibit the display of the mezuzah. In the vast majority of these situations, however, Associations or landlords accommodate Jewish residents by allowing them to post their mezuzahs without issue.

Providing such religious accommodations is not merely a principled and worthy practice. Rather, in most instances it is required by law. Association or landlord restrictions that prohibit the placement of mezuzahs on doorposts generally violate fair housing and other laws.

Four states (Connecticut, Florida, Illinois and Texas) have specific laws prohibiting Association or rental restrictions that bar the placement of mezuzahs or other religious objects on outer doorposts or doors.¹ In the other 46 states, the federal Fair Housing Act, as well as state or local fair housing laws, generally prohibit Associations or landlords from similarly barring the placement of the mezuzah on doorposts.

The Fair Housing Act² applies in two different sets of circumstances. First, it applies where the Jewish faith or religion more generally is targeted. For instance, the Act is violated where a Jewish homeowner or renter is prohibited from placing a mezuzah on a doorpost, but other residents are permitted to display different religious symbols on outer doorposts or doors. The Act also is violated where mezuzahs or other religious symbols such as crosses are prohibited on doorposts

¹ See Conn. Gen. Stat. §47-230a; Fla. Stat. §718.113; 765 ILCS 605/18.4; Tex. Prop. Code §202.018.

² See 42 U.S.C. §3601, *et seq.*

or doors, but secular decorations are not. Additionally, where it can be shown that religious prejudice motivated the adoption of a facially neutral restriction prohibiting or requiring removal of the mezuzah, there is a violation of the Act.³

Unequal treatment among residents along religious lines is uncommon. The second, more frequent circumstance arises where general restrictions, adopted in good faith, prohibit all residents from displaying any religious or secular symbol, inclusive of the mezuzah, on outer doorposts or doors. For residents whose display of symbols is purely decorative, application of such a rule does not violate the law. For a Jewish person who observes this religious practice, however, the rule means that he or she cannot buy, rent or remain in the property. This detrimental effect on Jewish residents, called “disparate impact,” also violates the Fair Housing Act.⁴

Importantly, Fair Housing Act prohibitions apply regardless of whether an Association or landlord restriction applies at the time of sale or rental, or is implemented after a person moves into a residence.⁵

For more information about your rights to post a mezuzah on your home’s outer doorpost [contact your local ADL Office](#).

PROVIDED BY: Civil Rights Division

³ See *Bloch v. Shoreline Towers Condominium Association*, 587 F.3d 771 (7th Cir. 2009).

⁴ See *Texas Dept. of Housing v. The Inclusive Communities Project, Inc.*, 192 L. Ed. 2d 514 (U.S. 2015).

⁵ See *Fair Housing Council of San Diego v. Pensaquitos Owner’s Association*, 381 Fed. Appx. 674 (9th Cir. 2010); *The Committee Concerning Community Improvement v. City of Modesto*, 583 F.3d 690 (9th Cir. 2009); *Bloch v. Shoreline Towers Condominium Association*, 587 F.3d 771.