

## **Assistance Animal(s) Documentation Requirements**

Under various federal, state, and local laws and regulations, an individual with a disability may be entitled to keep an assistance animal in housing facilities that otherwise do not allow pets or have fees associated with the tenant keeping a pet in the rental unit. An assistance animal may be either service animals or support animals. Under the applicable federal, state, and local laws and regulations, both the tenant and the landlord have certain rights as well as responsibilities.

Under the Fair Housing Act, a landlord must permit an assistance animal, which may include animals other than dogs, as a reasonable accommodation when the tenant requires the animal to have an equal opportunity to use and enjoy the housing. However, a landlord does not automatically have to grant the accommodation, but is allowed to make additional inquiries (within the bounds of the applicable laws and regulations) to aid the landlord in making its decision as to grant the requested accommodation or not.

For further information, your landlord encourages you to review FHEO Notice: FHEO-2020-01 issued January 28, 2020, which can be found at <https://www.hud.gov/sites/dfiles/PA/documents/HUDAsstAnimalNC1-28-2020.pdf>.

As you are aware, your landlord either maintains a “no-pets” policy or requires an additional fee (whether as a one-time payment, an increase to monthly rent, or both) for pets. You have requested from your landlord a reasonable accommodation as an exception to the landlord’s applicable policy on pets for an assistance animal.

Although you have requested a reasonable accommodation to support a disability, the disability you have is not readily observable to your landlord. Pursuant to offered guidance from federal agencies responsible for enforcement of federal disability and housing laws and regulations, your landlord is entitled to request supporting information from you before it is required to provide a reasonable accommodation. **In order to expedite the processing of the request for accommodation for your assistance animal, please review the below requests and provide them to our office.**

Please note that your landlord may not deny your request for a reasonable accommodation without providing a reasonable time for you to produce the requested information. While the below information is being requested by your landlord, it does not need to be provided in the exact same format requested. The information being sought are examples of what could be sufficient information to allow your landlord to make its decision as to whether to accept or reject your request for an exception to its applicable policy on pets as an accommodation to you.

Should your landlord grant your request for an accommodation to its applicable policy on pets, your landlord will require you to sign the attached Assistance Animal Lease Addendum, which imposes no additional monthly payments, deposits, or pet payments, as assistance animals are not pets and are not subject to the applicable pet policy.

### **Examples of Reliable Informational Documents to Support Request:**

- A determination of disability from a federal, state, or local government agency;
- Receipt of disability benefits or services (Social Security Disability Income (SSDI), Medicare or Supplemental Security Income (SSI) for a person under age 65, veterans' disability benefits, services from a vocational rehabilitation agency, or disability benefits or services from another federal, state, or local agency;
- Eligibility for housing assistance or a housing voucher received because of disability;
- Information confirming disability from a health care professional – *e.g.*, physician, psychiatrist, psychologist, physician's assistant, or nurse practitioner. An example letter is provided for your convenience should your healthcare provider need assistance in drafting the letter. Generally, the letter should be on his or her letterhead, that based on the healthcare professional's personal knowledge, he or she confirms a disability and the need for an assistance animal. **THIS IS NOT A REQUIREMENT BY LANDLORD FOR YOU TO OBTAIN AN INDEPENDENT EVALUATION OR DIAGNOSIS BY A HEALTHCARE PROFESSIONAL SPECIFICALLY FOR THIS REQUEST FOR AN ACCOMMODATION.**

## Sample Letter from a Service Provider

<Professional's Letterhead>

[Date]

Name of Professional (therapist, physician, psychiatrist, rehabilitation counselor) XXX Road  
City, State, Zip

Dear [Housing Provider/Landlord]:

[Full Name of Tenant] is my patient, and has been under my care since [date]. I am intimately familiar with his/her disability. He/She meets the definition of disability under the Americans with Disabilities Act, the Fair Housing Act, or the Rehabilitation Act of 1973.

Due to [disability], [first name of patient] has certain limitations and difficulties. In order to help alleviate these difficulties, and to enhance his/her ability to live independently and to fully use and enjoy the dwelling unit you own and/or administer, I am prescribing an emotional support animal that will assist [First Name of Patient] in coping with his/her disability.

Should you have additional questions, please do not hesitate to contact me.

Sincerely,

Name of Professional Signature Block

**Assistance Animal Addendum to Lease**

Tenant(s) Name(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Rental Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tenant(s) agree(s) to comply with the following terms and conditions:

1. Only the specific assistance animal(s) listed and described in this Assistance Animal Addendum to Lease are authorized within the rental unit. A photograph of each animal authorized under this Assistance Animal Addendum to Lease shall be attached to this Assistance Animal Addendum to Lease.

2. Assistance animal(s) shall not cause: danger, damage, nuisance, noise, health hazard, nor soil the rental unit, premises, grounds, common areas, walks, parking areas, landscaping, lawn or gardens. Tenant agrees to clean up after the assistance animal(s), and shall be responsible for any damage, injury, or actions arising from, or cause by their assistance animal(s).

3. Tenant(s) will comply with all applicable laws and animal regulations, including but not limited to licensing and immunization laws and regulations. Tenant(s) will, and will provide Landlord with proof of registration, licensing, immunization, and as it applies to uncaged mammals, proof the assistance animal(s) has/have been spayed or neutered.

4. Tenant(s) represent(s) and warrant(s) that the assistance animal(s) is/are housebroken. Tenant(s) represent(s) and warrant(s) that the assistance animal(s) has/have no history of causing physical harm to person or property, such as biting, scratching, chewing, etc., and further represent(s) and warrant(s) that the assistance animal(s) has/have no vicious history or tendencies.

5. The tenant(s) will observe the following regulations:

**Dogs:** Must be within the control of Tenant(s) at all times. Excessive or nuisance barking will not be tolerated.

**Cats:** Must remain indoors or within the control of Tenant(s) if in a common area. Litter boxes must be changed and disposed of frequently (but no less than weekly) to prevent odors in adjacent units. Nuisance odors arising from cat litter will not be tolerated. When disposing of the cat litter, it must be securely bagged.

**Birds:** Birds must be properly caged. Seeds and droppings will be shielded or caught to prevent accumulation and/or damage to carpeting/floors.

**Fish:** The aquarium must be within a size and weight for which the structure of the rental unit can support. The aquarium must not leak, and will be cleaned regularly to prevent foul water and/or odors.

**Unique Animal Type and Terms:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Assistance Animal(s) Description(s):**

<u>Kind</u>	<u>Type or Breed</u>	<u>Color or Markings</u>	<u>Name</u>	<u>Age</u>	<u>Weight</u>

**Tenant(s): (signing jointly and severally)**

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

**Landlord/Management:**

\_\_\_\_\_  
Name of Landlord

\_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_