



# Best Friends for Life

Humane housing for  
animals and people

\$2.95



## *Humane Housing for Animals and People*

The issue of allowing pets in rental housing, whether private or public, has generated heated debate for years. Humane societies and animal control agencies confront one major result of the debate, since “landlord refuses to allow pets” now ranks as one of the most frequent reasons for surrendering an animal to a shelter. It is a rare week in which humane societies across the country do not receive at least one phone call from an individual desperately seeking rental housing that allows pets.

For people with disabilities, there are federal laws that protect their rights to assistive animals. However, many are not informed about their rights or find themselves in a situation where they must protect themselves from losing their housing. Senior citizens may face a heartbreaking scenario: surrender a cherished pet in order to qualify for subsidized housing, or struggle to stay in their own homes in order to keep their dog or cat.

The Doris Day Animal League first published *Best Friends for Life* in 1996. This first edition only addressed the rights of people with disabilities to care for pets in “no pet” housing. Today, this publication includes information for nondisabled persons living in both assisted and privately-owned housing. With the partnership of the Massachusetts Society for the Prevention of Cruelty to Animals (MSPCA), this revised edition also incorporates the MSPCA’s *Pets in People Places*, an excellent resource to help residents and housing managers craft a “pets welcome” policy that benefits both the animals and their guardians.

Animals and rental housing can be compatible. The key is to implement a pet policy that is committed to the principles of responsible pet guardianship and respectful of the rights of pet guardians and residents without pets alike.

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Cruelty to Animals

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### Warning!

If your household already includes animals:

**DO NOT move into “no pet” housing with your animals and expect to immediately overcome the rule or convince your landlord to waive the rule.**

**DO NOT think you will get away with concealing your pets from your landlord or homeowners’ association.**

When you are caught, if you cannot quickly relocate to housing that permits pets or find your animals new homes, you may be forced to surrender them. You also may incur costly fines and legal bills, not to mention worry and hassle.





Disabilities

and

assisted

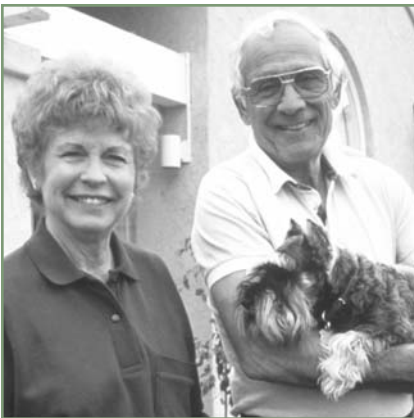
housing

## Part 1: If You Are Disabled and Live in Assisted Housing

### *I am a person with a disability. When do I have the right to keep pets in “no pet” buildings?*

There are three possible ways in which you may be able to keep animals in buildings that would otherwise not allow them. There are federal laws protecting your right to have a companion animal if you have a disability and need the animal for assistance or emotional support, if you live in federally assisted housing for the elderly or handicapped, or if you live in public housing.

If you have a disability and need animals to help you cope with your disability, this booklet explains four federal laws that you can use in your effort to keep them: the Fair Housing Amendments Act,<sup>1</sup> Section 227 of the Housing and Urban-Rural Recovery Act,<sup>2</sup> Section 504 of the Rehabilitation Act,<sup>3</sup> and the Americans with Disabilities Act.<sup>4</sup> The Housing and Urban-Rural Recovery Act also protects the right of people age 62 and older to keep pets, if they live in federally assisted housing for the elderly or handicapped. In the District of Columbia and in some states, such as New Jersey, Arizona, and Minnesota, state law protects the right of the elderly and disabled to pets in both public and private housing.



Which law applies to you? It depends on whether you rent, own a home governed by a homeowners' association, live in federally assisted public housing for the elderly or disabled, live in federally assisted public housing that does not give preference to the elderly or disabled, or live in housing assisted by your state or local government. This booklet explains how to apply the law governing your situation.

What if you don't have a disability or don't live in public housing? You may still be able to keep pets in your home. A new federal law permits many residents of federally assisted housing developments to keep pets, even if they are not elderly or disabled.<sup>5</sup> See Part 3 of this booklet for further information.

<sup>1</sup> 42 U.S.C. §§ 3601-3619.

<sup>2</sup> 12 U.S.C. § 1701f-1.

<sup>3</sup> 29 U.S.C. § 794.

<sup>4</sup> 42 U.S.C. §§ 12131-12134.

<sup>5</sup> 42 U.S.C. § 1437z-3.

### *Can I keep pets in federally assisted housing for the elderly or disabled?*

Yes. Owners and managers of federally assisted housing are required to inform all current and prospective elderly or handicapped residents of their rights to keep “common” household pets.<sup>1</sup> An “elderly” person is age 62 or older.<sup>2</sup> Section 227 of the Housing and Urban-Rural Recovery Act permits anyone living in federally assisted housing for the elderly or handicapped to have pets, citing the health

## Information on disabilities

### The Arc of the United States

1010 Wayne Avenue, Suite 650  
Silver Spring, MD 20910  
301-565-3842  
www.thearc.org

### The Consortium for Citizens with Disabilities

1730 K Street, NW, Suite 1212  
Washington, DC 20006  
202-785-3388  
www.c-c-d.org

### Institute on Disability

University Affiliated Program  
University of New Hampshire  
7 Leavitt Lane, Suite 101  
Durham, NH 03824-3522  
603-862-4320  
<http://iod.unh.edu/>

### The Office of Disability, Aging and Long-Term Care Policy (DALTCP)

U.S. Department of Health and Human Services  
Room 424E  
H.H. Humphrey Building  
200 Independence Avenue, SW  
Washington, D.C. 20201  
202-690-6443  
<http://aspe.hhs.gov/daltcp/home.htm>



benefits of living with animals.<sup>3</sup> Housing covered under Section 227 can be an entire building, or just a wing or part of a building, as long as it is designated to give preference to the elderly and people with disabilities.

<sup>1</sup> 24 C.F.R. § 5.312.

<sup>2</sup> 24 C.F.R. § 5.306.

<sup>3</sup> 12 U.S.C. § 1701r-1.

## What is a “disability?”

People with observable disabilities include those who use wheelchairs or walkers or canes; amputees; people who are deaf or hard-of-hearing, blind or visually-impaired, or on portable oxygen; elderly people who are frail; and some people with mental retardation. The Fair Housing Amendments Act—and other federal laws concerning disabilities—define “disability” as follows:

- A physical or mental impairment that substantially limits one or more major life activities (Examples of “major life activities” are walking, seeing, hearing, speaking, learning, breathing, performing manual tasks, washing, dressing, preparing food, eating, keeping your home clean, doing laundry, and working)
- A record of having such an impairment (This applies when you had a disability, such as depression, from which you have recovered, or you were previously misclassified as having a disability, such as mental retardation)
- Being regarded as having such an impairment (This means people treat you as if you have a disability even though you don’t—for example, you are treated as if you are disabled because you have extensive facial scars but are otherwise fine)

Alcoholism is a disability, whether or not the alcoholic is in recovery. Persons with a drug addiction who are in recovery have a disability, but the current illegal use of, or addiction to, a controlled substance is not a disability.<sup>1</sup> See page 6 for the complete definition in the Fair Housing Amendment Act regulations.

<sup>1</sup> 42 U.S.C. § 3602(h).

## *I have a disability and live in federally assisted housing that does not give preference to the elderly or people with disabilities. Do I have the right to keep assistive animals?*

Yes. Your right to assistive animals is protected under Section 504 of the Rehabilitation Act of 1973,<sup>1</sup> which requires federal programs to be accessible to people with disabilities, and the Fair Housing Amendments Act of 1988.<sup>2</sup> Follow steps one through five starting on page 14 to educate the management about your rights. If they still refuse to allow you to keep assistive animals, steps six through eleven tell how to file your complaint.

Because people with many different disabilities can benefit from the emotional support that animals provide, the U.S. Department of Housing and Urban Development (HUD), which administers federally

assisted public housing programs, is more likely to permit you to keep them than to forbid them, so it is best to ask HUD first by calling the HUD phone number listed on page 26 instead of deciding on your own that you can't have emotional support animals. For example, suppose you have diabetes and are visually impaired and mostly homebound. You can argue that you need pets for emotional support because your illness and disabilities are worsened by stress and social isolation.

<sup>1</sup> 29 U.S.C. § 794 and 28 C.F.R. § 41.51.

<sup>2</sup> 42 U.S.C. §§ 3601-3619 and 24 C.F.R. § 100.65.

## Where do these laws say that I have a right to keep pets?

The Urban-Rural Recovery Act explicitly says that anyone living in federally assisted housing for the elderly or disabled has the right to keep pets.<sup>1</sup> The Public Housing Reform Act also explicitly says that residents of public housing are allowed to own pets.<sup>2</sup> The other laws mentioned throughout this section require “reasonable accommodation” or “reasonable modifications” to rules, policies, or practices so that a person with a disability has an equal opportunity to “use and enjoy a dwelling,”<sup>2</sup> whether privately or publicly owned, and be able to participate in programs provided by the federal, state, or local government. Such programs include those that provide housing assistance and shelter for the homeless and victims of abuse.

Various courts have ruled that providing reasonable accommodation to people with a disability includes permitting them to keep assistive animals, including emotional support animals, in “no pet” buildings, whether publicly or privately owned. For example, see *Majors v. Housing Authority of the County of DeKalb, Georgia*,<sup>4</sup> and *Whittier Terrace Associates v. Hampshire*,<sup>5</sup> both of which were decided under Section 504 of the Rehabilitation Act. Also see *Crossroads Apartments Associates v. LeBoo*,<sup>6</sup> in which the court applied both Section 504 of the Rehabilitation Act and the Fair Housing Amendments Act.

<sup>1</sup> 12 U.S.C. § 1701r-1.

<sup>2</sup> 42 U.S.C. § 1437 z-3

<sup>3</sup> 42 U.S.C. §§ 12131-12134 and 29 U.S.C. § 794.

<sup>4</sup> *Majors v. Housing Authority of the County of DeKalb, Georgia*, 652 F.2d 454 (5th Cir. 1981).

<sup>5</sup> *Whittier Terrace Associates v. Hampshire*, 532 N.E.2d 712 (Mass. App. Ct. 1989).

<sup>6</sup> *Crossroads Apartments Associates v. LeBoo*, 578 N.Y.S. 2d 1004 (City Ct. 1991).

## What is a “reasonable accommodation?”

A reasonable accommodation is one that makes it possible for a person with a disability to have full access to a dwelling and its facilities, such as common areas, or to programs and services, and one that can be provided without undue financial or administrative burden. Landlords who claim that making an exception to a “no pets” rule poses an undue burden have had little success with this argument in court. However, after reasonable accommodation has been made by your landlord, if you cannot keep your pet in a clean and safe condition,<sup>1</sup> or you cannot keep your pet from annoying your neighbors, you may be forced to give up your pet or you may even be evicted.<sup>2</sup> Therefore, it is important to follow the advice on page 35 on how to be a responsible pet guardian.

<sup>1</sup> *Stamford Apartment, Inc. v. Uva*, No. SPNO9508-17851 (Conn. Super. Ct. 1995).

<sup>2</sup> *Woodside Village v. Hertzmark*, No. SPH9204-65092 (Conn. Super. Ct. 1993).

## What is “public housing?”

Public housing is federal housing assistance attached to specific housing developments. Section 8 certificates are different from “public housing,” though both programs have similar eligibility requirements and are administered by local PHAs (Public Housing Authority). The Public Housing Reform Act does not apply to Section 8 housing certificates.

## Who is eligible for “public housing?”

Low-income families and individuals. Eligibility of applicants is determined by PHAs based on 3 factors:

- annual gross income
- whether applicant qualifies as elderly, disabled, or as a family
- U.S. citizenship or eligible immigration status

Income limits vary from area to area.

Visit the Housing and Urban Development website, [www.hud.gov](http://www.hud.gov), for more information on public housing, eligibility requirements and the application process.





A study of persons living with AIDS examining the impact of caring for pets on depression showed people who owned pets reported less depression than those who did not own pets.

## *I am disabled and live in federally assisted housing. Can I be required to pay a pet deposit?*

You do not have to pay a deposit if you have an assistive animal, such as a seeing eye or hearing ear dog or an emotional support animal. (The regulations say “trained animals” but HUD’s internal guidelines include emotional support animals).<sup>1</sup> If your pet is not an assistive animal, however, then you may have to pay a pet deposit in addition to any regular security deposits that all residents must pay.<sup>2</sup>

The Housing and Urban-Rural Recovery Act covers all federally assisted housing for the elderly or disabled, and has specific rules about pet deposits. The rules on pet deposits vary depending upon whether your rent is subsidized. For residents whose rents are subsidized, pet deposits are limited to no more than \$300, although HUD can increase that amount in the future. If applicable, you may pay your pet deposit in installments and you cannot be required to pay more than \$50 for your initial payment. You also cannot be required to pay installments of more than \$10 per month until the deposit is fully paid.

For residents whose rents are not subsidized but who live in housing owned or assisted by HUD, the pet deposit maximum currently is also \$300. The house pet rules may (but need not) provide for gradual accumulation of the deposit by the pet guardian through regular small payments.

For all other residents of federally assisted housing for the elderly or disabled, the pet deposit may not be more than the amount of one month’s rent assessed at the date the resident moved in. If applicable, you can pay this amount in installments. For more specific guidance about pet deposits, see chapter 32 of the HUD “Multifamily Asset Management and Project Servicing Handbook.” You can obtain this handbook by calling HUD at 1-800-669-9777 or TDD 1-800-927-9275, or by looking on the internet at [www.hudclips.org](http://www.hudclips.org).

Your pet deposit may be used to pay for damages to your unit by your pets. When you move or no longer keep any pets, the unused portion of your pet deposit will be refunded.<sup>3</sup>

<sup>1</sup> 24 C.F.R. § 5.303.

<sup>2</sup> 24 C.F.R. § 5.318(d).

<sup>3</sup> 24 C.F.R. § 5.318(d).

“AIDS diagnosis and depression in the Multicenter AIDS Cohort Study: the ameliorating impact of pet ownership.” J.M. Siegel, F.J. Angulo, R. Detels, J. Wesch, A. Mullen. *AIDS Care*, 1999, 11(2) 157-170. Available from the Delta Society.

## How the Fair Housing Amendments Act regulations define “disability”

“Handicap means, with respect to a person, a physical or mental impairment which substantially limits one or more major life activities; a record of such an impairment; or being regarded as having such an impairment. This term does not include current, illegal use of or addiction to a controlled substance. For purposes of this part, an individual shall not be considered to have a handicap solely because that individual is a transvestite. As used in this definition:

- (a) ‘Physical or mental impairment’ includes:
- (1) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or
  - (2) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term ‘physical or mental impairment’ includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism.
- (b) “Major life activities” means functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.
- (c) “Has a record of such an impairment” means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.
- (d) “Is regarded as having an impairment” means:
- (1) Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by another person as constituting such a limitation;
  - (2) Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of others toward such impairment; or
  - (3) Has none of the impairments defined in paragraph (a) of this definition but is treated by another person as having such an impairment.<sup>1</sup> ”

<sup>1</sup> 24 C.F.R. § 100.201.

### A word about terminology

“People with disabilities” is now the preferred description of the group of people who were called “handicapped” when the legislation discussed in this booklet was written. This booklet uses the term “handicapped” only when quoting or paraphrasing laws in which this word is used.



## Developments in the definition of “disability”

There has been a recent contraction in the definition of “disability” under the Americans with Disabilities Act (ADA). In 1999, a trio of Supreme Court cases announced that when a disabled person takes measures to control the effects of his impairment, those measures must be considered in determining whether the person has a disability under the ADA.<sup>1</sup>

Because the ADA’s definition of “disability” and the Fair Housing Amendment Act’s definition of “handicap” are essentially the same, the decision also has potential to impact fair housing cases that are not based on the ADA.<sup>2</sup>

The new interpretation of disability under the ADA would not disqualify a blind person who uses a seeing eye dog, because a seeing eye dog is characterized as a compensatory rather than corrective measure. However, it could disqualify someone who is taking medication to control the symptoms of a disability, such as diabetes or depression, from ADA protection. For example, it is now possible that a person using both medication and emotional support animals to deal with depression could be found not to have a disability and thus not entitled to an accommodation for the animals.<sup>3</sup>

In *Sutton v. United Air Lines*, twin sisters with severe vision impairments brought suit under the ADA when they were denied employment with United Airlines based on their eyesight.<sup>4</sup> The case hinged on whether the sisters were in fact disabled. Both plaintiffs and defendant agreed that the vision impairment, uncorrected, qualified as a disability. However, the defendant argued that the glasses worn by the plaintiffs should be taken into account in determining whether they were disabled within the meaning of the ADA. The case went to the Supreme Court, and in a five to four decision the Court held that “the determination of whether an individual is disabled should be made with reference to measures that mitigate the individual’s impairment.” In the decision, the Court referenced other disabilities that might be “cured” with medication, such as high blood pressure and epilepsy.<sup>5</sup>

*Sutton* dealt a tremendous blow to the ADA, but it has not completely eliminated ADA protection for those who attempt to mitigate the impact of their disability. In cases where medication is being used, one may point to side effects caused by the medication as evidence of disability. In *Franklin v. Consolidated Edison Co. of N.Y.*, a case decided after *Sutton*, the court found a person with diabetes who took medication to control the disease was nevertheless disabled within the meaning of the ADA due to the side effects of the medication, which included insomnia and mild sedation.<sup>6</sup> In other instances, the medication or other treatment used to mitigate the effects of a disability may not completely relieve the symptoms. In *United Airlines v. Gile*, also decided after *Sutton*, a court held that even with the medication the plaintiff was taking for her depression, she was still limited in her major life activities and thus disabled within the meaning of the ADA.<sup>7</sup>

<sup>1</sup> *Sutton v. United Air Lines*, 119 S. Ct. 2139 (1999), *Murphy v. United Parcel Service, Inc.*, 119 S. Ct. 2133 (1999), and *Albertson’s, Inc. v. Kirkingburg*, 119 S. Ct. 2162 (1999).

<sup>2</sup> Lawsky, Sarah. “Disregarding Disability: The Effect of *Sutton v. United Airlines* on Litigation Under the Fair Housing Amendments Act.” National Fair Housing Advocate Online, [www.fairhousing.com](http://www.fairhousing.com), August 1999.

<sup>3</sup> Mayerson, Arlene B. and Kristan S. Mayer. “Defining Disability in the Aftermath of *Sutton*: Where Do We Go from Here?” *Human Rights*, Vol. 27, No. 1, available on-line at [www.dredf.org/mayerson.html](http://www.dredf.org/mayerson.html), Winter 2000.

<sup>4</sup> *Sutton v. United Air Lines*.

<sup>5</sup> See *Murphy v. United Parcel Service, Inc.*, which, following *Sutton*, held that the effectiveness of plaintiff’s high blood pressure medication meant his high blood pressure was no longer a “disability” under the ADA. See also *Albertson’s, Inc. v. Kirkingburg* which held that the plaintiff’s amblyopia (tunnel vision) was not a disability if plaintiff was able to make “subconscious physical adjustments” to mitigate its impact.

<sup>6</sup> *Franklin v. Consolidated Edison Co. of N.Y.*, 1999 WL 796170 (S.D.N.Y. Sept. 30, 1999).

<sup>7</sup> *United Airlines v. Gile*, 213 F.3d 365 (2000).

### *I live in state assisted housing. What rights do I have to pets?*

If you have a disability, the Fair Housing Amendments Act protects your right to the animals you need by requiring reasonable accommodation of your disability.<sup>1</sup> The Americans with Disabilities Act also provides that state and local governments cannot discriminate against people with disabilities, exclude them from their programs, or deny them the benefits of their services.<sup>2</sup> This means that if you need assistive animals to cope with your disability, you can argue that you are entitled to keep them in state or locally assisted housing. If necessary, refer to the legal precedent listed on page 4. Remember, in all cases, you must still be a responsible pet guardian.



Some states explicitly permit the elderly and people with disabilities to keep pets in their state assisted housing. This group includes Arizona,<sup>3</sup> California,<sup>4</sup> Connecticut,<sup>5</sup> Massachusetts,<sup>6</sup> New Hampshire,<sup>7</sup> New Jersey,<sup>8</sup> and the District of Columbia.<sup>9</sup> “Elderly” is defined as age 60 or older in Arizona, California, the District of Columbia, Massachusetts, New Jersey, and New Hampshire, whereas in Connecticut “elderly” is defined as age 62 or older. Each state’s law is a little different. For example, New Jersey’s law protects the right of persons with disabilities to assistive animals in both public and private housing while Connecticut’s law permits any resident of state assisted housing to live with a pet only if a majority of the residents approve the keeping of pets.

Other states’ laws may have other specific provisions, or may not have any related provisions at all. For details, you must research the law in your state or get an attorney to help you. (See page 29 for suggestions on finding a lawyer.)

You can learn more about your state’s laws by calling your local library. Ask them to help you research the laws and regulations governing state-assisted housing in your state. You can also call your state offices for senior citizens or people with disabilities, or local organizations that deal with Fair Housing issues. Your local librarian can help you track down these phone numbers.

<sup>1</sup> 42 U.S.C. §§ 3601-3619.

<sup>2</sup> 42 U.S.C. § 12132.

<sup>3</sup> Arizona Revised Statutes § 36-1409.01.

<sup>4</sup> California Health and Safety Code § 19901.

<sup>5</sup> Connecticut General Statutes § 8-116b.

<sup>6</sup> Massachusetts General Laws Ch. 23B; 760 CMR § 6.07.

<sup>7</sup> New Hampshire Revised Statutes Annotated § 161-F:31.

<sup>8</sup> New Jersey Administrative Code title 13, § 13-3.4.

<sup>9</sup> D.C. Code Annotated 1981 § 6-1022.

## Healthy pet care for persons with HIV/AIDS

Tuskegee University publishes a unique booklet answering important questions regarding the benefits and risks of caring for animals for people living with HIV/AIDS. Prepared by veterinarians from the School of Veterinary Medicine, the brochure addresses common concerns and assumptions made by many people who believe having a pet will be dangerous to their health.

For a copy, send a business-sized SASE to: HIV/AIDS & Pet Ownership Brochure, School of Veterinary Medicine, Tuskegee University, Tuskegee, AL 36088.



Bundles of 50 brochures are available for \$5 (+\$3 s/h) and bundles of 100 are available for \$10 (+\$3 s/h).



*I am a person with AIDS and need to move into housing provided by my local AIDS clinic. They said I can't bring my cat.*

Both HIV infection and AIDS are disabilities under the Fair Housing Amendments Act<sup>1</sup> and the Rehabilitation Act.<sup>2</sup> HIV infection and AIDS are also disabilities under the Americans with Disabilities Act (ADA). At one time, it was unclear whether HIV or AIDS constituted a 'disability' within the meaning of the ADA. In the 1997 case *Runnebaum v. NationsBank of Maryland, N.A.*, the Fourth Circuit decided, as a matter of law, that asymptomatic HIV infection was not a disability under the ADA.<sup>3</sup>

The following year, however, the U.S. Supreme Court held in *Bragdon v. Abbott*, that HIV-seropositivity was a disability under the ADA. The Court did not declare HIV to be a disability *per se*, but in reaching its decision it relied primarily on medical literature about the course of the disease rather than the present condition of the actual plaintiff. The Court noted that the ADA must grant at least as much protection as the Rehabilitation Act. The Court found that reproduction was a major life activity, and that being HIV-positive substantially limited reproduction. Thus, even asymptomatic HIV qualifies as a disability under the ADA.<sup>5</sup>

If your clinic receives any federal grants—and most AIDS clinics do—Section 504 of the Rehabilitation Act requires all of its programs to be accessible to people with disabilities. Whether the clinic receives federal funding or not, you have the right to reasonable accommodation for your cat under the Fair Housing Amendments Act and the Americans with Disabilities Act. If you need your cat for your emotional well-being, you have the right to reasonable accommodation so you can keep his or her company. The clinic can lose its federal funding if it denies you reasonable accommodation in violation of Section 504. You also have the right to reasonable accommodation to keep your cat under the Fair Housing Amendments Act.<sup>5</sup> For advice on how to keep your cat, follow the steps outlined on pages 14-16.

If the clinic agrees to your keeping your cat but insists, for example, that you declaw her against your will, write a letter explaining that your cat doesn't scratch and that other residents won't have access to her. Should the clinic force you to sue to protect your cat, it is playing a high stakes game. If the court finds against the clinic under the Rehabilitation Act, it loses its federal funding and must pay you damages for emotional distress and actual financial losses, plus your attorney's fees, in addition to being ordered to provide the reasonable accommodation you requested.<sup>6</sup>

<sup>1</sup> 42 U.S.C. §§ 3601-3619.

<sup>2</sup> 29 U.S.C. § 794.

<sup>3</sup> *Runnebaum v. NationsBank of Maryland, N.A.*, 123 F.3d (4th Cir. 1997).

<sup>4</sup> *Bragdon v. Abbott*, 118 S.Ct. 2196 (1998).

<sup>5</sup> 42 U.S.C. §§ 3601-3619 and 24 C.F.R. § 100.65.

<sup>6</sup> 29 U.S.C. § 794a.

## Some not-so-obvious examples of disability

*I have high blood pressure and would like to keep a couple of cats to help control my condition. How can I convince my condominium board or landlord that I have a disability and need reasonable accommodation to our “no pets” rule?*

High blood pressure is a disability only if it limits one or more of your major life activities—if it does, ask your doctor to describe your limitations in your medical records so that you have documentation of the condition. High blood pressure can cause headaches, loss of concentration, kidney disease, impotence, strokes, and other serious health problems. It also can complicate other illnesses. The pets can assist you in controlling emotions that make your condition worse, or assist you in coping with any negative feelings that may result from your condition.



Even if you are on medication for your condition, a doctor can recommend emotional support animals, such as cats. However, if you are taking medication to control your blood pressure, you should be aware that after the Supreme Court’s 1999 Americans with Disabilities Act (ADA) decisions (see p. 7), particularly *Murphy v. United Parcel Service*, a person with high blood pressure may not qualify as “disabled” under the ADA if taking medication that controls the condition.<sup>1</sup> Given the similarity of the definition of “disability” in the ADA to the definition of “handicap” in the Fair Housing Amendments Act (FHAA), a person may be found not to be disabled under the FHAA for this reason as well.

If you are taking medication to control your blood pressure but still feel you need emotional support animals, you may point to side effects of the medication or continuing symptoms of high blood pressure to show your need for accommodation.

<sup>1</sup> *Murphy v. United Parcel Service, Inc.* held that the effectiveness of plaintiff’s high blood pressure medication meant his high blood pressure was no longer a “disability” under the ADA.

*I have cancer and want to keep emotional support animals. Do I qualify under the law to keep them in my “no pet” apartment?*

You qualify only if the cancer is limiting one or more of your major life activities and a doctor certifies that assistive animals will help you cope with your disease. Suppose your cancer is in remission and you are fine in every respect except one—you are terrified of a recurrence and this anxiety dominates your life. Or perhaps you find that your intensive treatment schedule has caused you to lose contact with your social

Animals can act as a “buffer” to psychological stress. A study of adult females found that the presence of a canine companion can be an effective source of support.

“Dogs and Their Women: A Psychophysiological Study of Social Support.” Allen, K., Ph.D., Blascovich, J., Ph.D. Presented at the Delta Society Annual Conference, October 1990. Available from the Delta Society.

circle. Or maybe your friends are avoiding you because they can’t handle their own fears of a serious illness and the hardships that accompany such an illness. Perhaps you are unable to work an eight-hour day. These are some of the ways your illness may be limiting one or more major life activities. If this is the case, you should be eligible for emotional support animals to provide you with assistance.

It is important that you be able to demonstrate specific ways in which cancer is limiting your activities. At least two courts have recently held that plaintiffs suffering from cancer were not disabled within the meaning of the Americans with Disabilities Act (ADA). In *Ellison v. Software Spectrum, Inc.*, the plaintiff had breast cancer, underwent a mastectomy and radiology treatment, and through treatment continued to work for the defendant, Software Spectrum. The defendant allowed the plaintiff to work on a modified schedule to accommodate the radiation treatment, but eventually terminated her employment. The plaintiff alleged discrimination in violation of the ADA, but her suit was dismissed by the lower court. The court affirmed the dismissal, holding that, although “obviously, her ability to work was affected...far more is required to trigger [ADA] coverage.”<sup>1</sup>

A second case denying disability status to a cancer patient involved myelodysplastic syndrome, a type of blood cancer. The plaintiff underwent chemotherapy and went into remission, but was demoted from his position at work because his employer feared he would no longer be able to perform his work duties due to the cancer treatment. The court held that his cancer did not qualify as a disability under the ADA, reasoning that he could schedule his chemotherapy so as not to interfere with his work. The court did not consider the debilitating side effects of chemotherapy in reaching its decision. In spite of its conclusion that the cancer did not constitute a disability under the ADA, the court did allow the case to proceed to trial based on the possibility that plaintiff’s employer had regarded him as having a disability.<sup>2</sup>

<sup>1</sup> *Ellison v. Software Spectrum, Inc.*, 85 F.3d 187 (5th Cir. 1996).

<sup>2</sup> *EEOC v. R.J. Gallagher Co.*, 181 F.3d 645 (5th Cir. 1999).

*I am in my seventies and plan to move from my home to an assisted living community where I will have my own apartment. Can I take my cats?*

If you will be living in an assisted living community, you probably already have one or more disabilities that have been well-documented. If your animals assist you with your disabilities—physically or emotionally—you should obtain a letter from your doctor (an example is on page 17) and inform your landlord that you will need reasonable accommodation to any “no pet” rules. However, if you have 12 cats or a Great Dane, be prepared for some negotiation regarding whether there is a limit to how many cats must be permitted or what size dog is reasonable.



*I am not disabled. I can't live without my cats, but the only affordable housing for me is "no pet" rentals or condominiums. Is there anything I can do?*

There are a few possibilities. Instead of dealing with large rental management companies, try talking to landlords who supervise their properties personally. Explain that you are a responsible pet guardian and you and your cats will be good residents. Read the section on "Establishing a 'Pets Welcome' Policy" on pages 38-39 for responsible pet guardianship guidelines. In the alternative, you may decide to buy your own home. If you do choose to buy a home and you opt for a condominium, be certain to purchase one that permits pets.

If you are unable to afford the housing you need, you may be eligible for public housing. For more information on eligibility requirements for public housing, see page 4. Pets must now be allowed in federally assisted public housing, pursuant to the Public Housing Reform Act.<sup>1</sup>

Finally, if you really feel you can't live without your cats, you may have depression. For free brochures about the symptoms and treatment of depression from the National Institute on Mental Health, call 1-800-421-4211 or visit their website, [www.nimh.nih.gov](http://www.nimh.nih.gov). If you believe you have depression, consult your family doctor, internist, or psychiatrist, who can rule out other illnesses that produce similar symptoms. If you are diagnosed with depression, you have a disability and your cats may be your emotional support animals. Your landlord or homeowners' association cannot say that you have to take drugs to control your illness instead of keeping a support animal or animals because they cannot force an accommodation on you. Should you be diagnosed with depression and use medication to treat it, keep in mind that after *Sutton*, your landlord may argue you are no longer disabled. You may counter this argument by pointing to continuing symptoms of depression and/or any disabling side effects of your medication.<sup>2</sup> See pages 14-16 for the steps you need to take to protect your rights to an assistive animal.

<sup>1</sup> 42 U.S.C. § 1437z-3.

<sup>2</sup> *United Airlines v. Gile*, 213 F.3d 365 (2000).

*I was raped and will only feel safe again if I have a large dog. How can I have the pet I need when I live in a condominium with a homeowners' association that limits the weight of pets to 30 pounds?*

The post-traumatic stress of rape victims qualifies as a disability because it limits major life activities, such as feeling safe enough to move around in one's own home. Follow the steps on page 14-16 to obtain reasonable accommodation for an emotional support dog of the desired size. The U.S. Department of Housing and Urban Development (HUD) has supported other people in similar situations. Your dog may accompany you in common areas, like laundry rooms, if you need his or her company to feel safe there. However, your dog must be well-

***Older animals need homes, too!***

Puppies and kittens, though adorable, can be a handful! Senior citizens, first time animal guardians or people with very full schedules should consider adopting a middle-aged or senior dog or cat from a shelter. You'll be rewarded with an animal who is already trained, socialized and much less work than an energetic puppy or kitten.





## A reason to live

Although it is difficult to carry out scientific studies about the effects of pets on residents of nursing homes, a recent innovative effort demonstrates it is possible.

William Thomas, a medical director of a nursing home, decided to create a totally new, home-like, environment for residents. He called the project the Eden Alternative. Nearly 100 birds (parakeets, lovebirds, finches, and canaries) live in residents' rooms. There are also flower and vegetable gardens. Children visit regularly and there is on-site day care for younger children.

Thomas compared residents in his nursing home with residents in a nearby nursing home who were similar in age and cultural background. Over a two-year period he documented dramatic reductions among the Eden group in the use of psychotropic drugs for mind and mood altering. During the first 18 months following arrival of the animals, plants, and children, there were 15% fewer deaths in the Eden group, relative to the control group.

Thomas suggests that the difference in death rates is related to the fundamental human need for a reason to live. He observed that the patient's commitment to the animals created a need to keep living in order to care for them.

"The Eden Alternative: Nature, Hope, and Nursing Homes," Thomas, W.H. (1994). Sherburne, New York: Eden Alternative Foundation. Excerpted from "The Healthy Pleasure of Their Company: Companion Animals and Human Health," Allen, K. Available from the Delta Society.

behaved and you must comply with the usual rules such as keeping him or her on a leash and picking up his or her waste. See pages 32-35 for more tips on being a responsible pet guardian.

## *I am obese and live in a mobile home park. I feel isolated because of my appearance. I want to have a dog so I can take her for walks, meet people and get more exercise, but the mobile home park rules forbid pets. What can I do?*

Unfortunately, it is very difficult to prove that obesity constitutes a disability under federal law. It therefore may be very difficult for you to legally keep your dog on a premises whose management forbids them. The legal cases that have addressed the topic of obesity as a disability have all been in the context of employment law—not in housing law. Thus, the law in this particular area is uncertain. The best advice is to try to find housing that allows dogs.

Nevertheless, some people who are obese may have a disability.<sup>1</sup> There are two ways to prove that obesity is a disability. First, you may show: (1) a medical diagnosis that you are "morbidly obese," which means that you are either twice your recommended weight or over 100 pounds heavier than your recommended weight; or (2) a medical diagnosis that your obesity is a "physiological condition" that affects one or more of the body systems listed under section (a)(1) of the Fair Housing Amendment Act (see page 6.) In addition to being able to present one of these medical diagnoses, you must also show that your obesity limits one or more major life activities, such as walking, seeing, hearing, speaking, or others.<sup>2</sup>

You may also prove that you are regarded as having a disability because of your obesity if your landlord or others perceive you as a disabled person due to your weight.<sup>3</sup> Note again, however, that this claim is very difficult to make. (If you choose to make this argument, see pages 14-16 for instructions on how to assert your right to assistive animals.)

If you bring your weight down so that you are no longer obese, you should still be able keep your animal because you will have proved that you have a history of having a disability. You are obligated, as always, to be a responsible pet guardian—see pages 32-35 for guidelines.

<sup>1</sup> Cook v. Rhode Island Dept. of MHRH, 10 F.3d 17 (1st Cir. 1993).

<sup>2</sup> Hazeldine v. Beverage Media, Ltd., 954 F. Supp. 697 (S.D.N.Y. 1997).

<sup>3</sup> Cook v. Rhode Island Dept. of MHRH.

# How to protect your rights to an assistive animal



The U.S. Department of Housing and Urban Development (HUD) investigates housing discrimination complaints under three of the federal laws described in this booklet: the Fair Housing Amendments Act, Section 504 of the Rehabilitation Act and Title II of the Americans with Disabilities Act. The Fair Housing Amendments Act protects both the elderly and the disabled, the Rehabilitation Act and the Americans with Disabilities Act protect only the disabled. These laws are civil rights laws, that, among other things, permit the elderly or people with disabilities to seek reasonable accommodation to “no pets” rules.

In addition, HUD administers housing governed by the Housing and Urban-Rural Recovery Act, which this booklet also outlines. If you think you live in federally assisted housing for the elderly or disabled covered by Section 227 of the Urban-Rural Recovery Act and your landlord refuses to follow the applicable regulations permitting pets, ask HUD or an attorney to help you determine whether you are correct. If you determine that you are correct, then request that the Multi-Family Housing Division of your state’s HUD office enforce the regulations to allow your pet. Similarly, if you live in public housing and your Public Housing Authority (PHA) has not implemented a policy allowing pets, contacting HUD should be your first step.

However, if you are seeking reasonable accommodation to keep your assistive animals under the Fair Housing Amendments Act, the Rehabilitation Act, or the Americans with Disabilities Act, follow steps one through five below. If your landlord or homeowners’ association is stubborn, steps six through eleven tell how to file your complaint with the HUD Housing Discrimination Hotline.

- 1** If you have an illness or condition that limits one or more of your major activities of daily living, then you have a “disability” under the law. Ask your doctor to enter in your medical records how your condition limits those activities.
- 2** Talk to your doctor about your desire for assistive animals to help you cope with your condition. See page 17 if your doctor wants a list of research articles on the human-animal bond before prescribing one or more assistive animals.
- 3** Ask your doctor for a note: (1) stating your diagnosis, (2) describing your diagnosis, and stating that your condition limits one or more of your major life activities, and (3) prescribing assistive animals to alleviate the problems associated with your illness or condition. Note that emotional support animals are just as much assistive animals as seeing eye dogs or hearing ear dogs. (A sample letter is on page 17.)

Animal companions can relieve the anonymity often found in modern society, and can help build friendships. Dogs facilitate interaction among strangers and help establish trust among the newly acquainted.

"Dogs and Their People," Robins, D.M., Sanders, C.R., & Cahill, S.E. *Journal of Contemporary Ethnography*, 20, 3-25 (1991). Available from the Delta Society.

4

If your disability is one that requires a trained animal (such as a seeing eye dog), make sure that you maintain documentation of your animal's certification or training.

5

Write a letter to your landlord or condominium association requesting "reasonable accommodation" to the "no pets" rule so that you can have your assistive animals. Point out politely that housing discrimination toward people with disabilities includes "a refusal to make reasonable accommodations in rules, policies or practices, when such accommodations may be necessary to afford such a person equal opportunity to use and enjoy a dwelling" (42 U.S.C. § 3604). Enclose a copy of the note from your doctor and be sure to keep a copy of your letter in case you need to file a housing discrimination complaint later.

6

If your landlord or homeowners' association refuses to let you have your assistive animals, write them a letter notifying them that, unless they change their position, you intend to file a housing discrimination complaint with HUD by a specified date.

The laws that protect you have different "statutes of limitation," which are time periods by which you must file your complaint. After these prescribed time periods have elapsed, you will no longer be able to seek the relief you desire.

- Under the Fair Housing Amendments Act, you must file your complaint with HUD within one year of the discrimination, and/or you must file a lawsuit within two years of the discrimination.
- Under the Rehabilitation Act, you have: (1) 180 days to file either a grievance with the housing agency or an administrative complaint with the federal agency that is providing financial assistance, and/or (2) three years to file a lawsuit in federal court.
- Under Title II of the Americans with Disabilities Act, you have: (1) 180 days to submit your grievance to the housing agency or to the designated federal agency, and/or (2) three years to file a lawsuit in state or federal court.

7

If your landlord/homeowners' association continues to refuse to allow your assistive animal, file a complaint with HUD. There are three ways to file a complaint:

1. Call the National HUD Discrimination Hotline at 1-800-669-9777 or TDD 1-800-927-9275. Ask the person with whom you file your complaint to send you written confirmation that the complaint has been filed. Keep your own written record of the call, including the name of the person with whom you spoke, the time of the call, and a brief description of the conversation.
2. Fill out a form on the internet at [www.hud.gov](http://www.hud.gov). Be sure to print out your own hard copy.
3. Write a letter with the details of your complaint and send it to your local HUD fair housing office. Keep a copy for your own records.

8 If you live in a state or locality with a certified fair housing agency, HUD will forward your complaint there. (See page 18 for the list of states and localities with certified agencies.) HUD pays these agencies to do this and monitors their work. If your complaint is complex or if you live in a state or locality with no fair housing agency, HUD will investigate your complaint itself.

9 HUD or the relevant state agency will assign an investigator to your case. The investigator has ten days to begin work and must complete the investigation within 100 days of the filing. You should provide the investigator with copies of a letter from your doctor explaining your condition and how you would benefit from the accommodation, your letter to your landlord or condominium association asking for reasonable accommodation and their reply. The investigator will then contact your doctor to verify that you need assistive animals. Neither the investigator nor the landlord is entitled to free access to all parts of your medical records as long as you have the letter from your doctor. If the matter eventually winds up in court, however, you may be required to provide additional medical information. You can ask the court to treat it confidentially at that point so that the information is shared only with the parties to the lawsuit.

10 If the investigator finds that no discrimination has occurred, you have the right to request reconsideration by HUD, and you have two years to file suit in a federal court.

11 If the investigator finds that you have been discriminated against, HUD or your state agency will work to achieve conciliation. If your landlord or homeowners' association won't accept such conciliation, however, then HUD may file a charge and the matter will go before an administrative law judge or you can file suit in federal or state court. For suggestions on how to find an attorney to help with this situation, see page 29.

## Do “assistive” animals require training?

There is no requirement under Section 504 of the Rehabilitation Act or the Fair Housing Amendments Act that assistive animals have a specific amount of training.<sup>1</sup>

However, the regulations for Section 227 of the Urban-Rural Recovery Act, which governs federally-assisted housing for the elderly and handicapped, do state that a landlord can insist that an assistive animal is specially “trained.”<sup>1</sup>

So, unless you live in federally assisted housing for the elderly or disabled, a landlord may not legally use the more stringent standard to prevent you from keeping an assistive animal.

Moreover, if your local or state government has ordinances or statutes that impose specific training requirements, the federal laws still apply.<sup>2</sup>

In *Bronk v. Ineichen*, two deaf tenants brought suit under city statute, state law and federal law when their landlord refused to accommodate their need for a hearing ear dog. The jury sided with the landlord, and the court upheld the verdict, reasoning that the jury could reasonably have concluded the dog was not an assistive animal. On appeal, the case was remanded (returned to the lower court), after the appellate court concluded that confusion over city, state, and federal law had led to an improper verdict.

<sup>1</sup> 24 CFR 5.303.

<sup>2</sup> *Bronk v. Ineichen*, 54 F.3d 425 (7th Cir. 1995).

## *Health benefits of animals*

Contact with animals can help reduce stress, lower blood pressure and alleviate feelings of loneliness. The Delta Society is an excellent resource for information about the positive benefits of animals on human health, the human-animal bond, and service and assistive animals. Visit the society's website [www.deltasociety.org](http://www.deltasociety.org) for articles, books and study abstracts.

The National Library of Medicine is also accessible on-line. Search the library at <http://gateway.nlm.nih.gov> for citations to medical journals and other materials.



## *What types of housing are covered by the Fair Housing Amendments Act?*

The Fair Housing Amendments Act applies to virtually all forms of housing, whether owned or rented. Exemptions from the Act are very narrow and fall into two basic categories: (1) buildings with four or fewer units where the owner lives in one of the units; and (2) the small owner provision, which exempts private owners who do not own more than three single family houses at one time, who do not use the services of a real estate broker or agent, and who do not produce any discriminatory publications, notices or mailings.<sup>1</sup>

<sup>1</sup> 42 U.S.C. § 3603(b).

## *My family doctor does not want to prescribe emotional support animals. What should I do?*

Perhaps your doctor doesn't know that a simple statement is sufficient. Here is a sample:

(Name) is my patient and I have diagnosed (her/him) with (name of illness/disability), which limits (her/his) major life activities of (Include all that apply: walking, seeing, hearing, speaking, learning, breathing, performing manual tasks, washing, dressing, preparing food, eating, keeping her/his home clean, doing laundry, socializing, working, etc.). I have prescribed emotional support animals to alleviate (her/his) problems of (isolation, loneliness, depression, stress, anxiety, or whatever is appropriate) resulting from these limitations and to assist (name of patient) in coping with (her/his) (illness/disability).

If you fill in the blanks and type the letter on blank paper, it can be photocopied on to your doctor's stationery and be ready for his or her signature, if he or she agrees with the letter's contents. You'll only need to supply more details about your health if the matter goes to court.

The health benefits of animals are well-accepted by the medical profession. If your doctor wants to examine research on the human-animal bond before prescribing support animals for you, direct him or her to the resources listed in the sidebar on the left. In the alternative, you can find a psychiatrist or internist who is familiar with the benefits of support animals and ask him or her to prescribe the assistive animals for you. Understand, however, that it is reasonable for the new doctor to ask to get to know you over the course of a few appointments before prescribing the assistive animals you desire.

## *HUD forwarded my complaint to a state agency for investigation. The intake person refused to take my complaint. What can I do?*

If you believe your complaint has been unfairly rejected for any reason by a state agency working for HUD, call the National HUD Discrimination Hotline at 1-800-669-9777 or TDD 1-800-927-9275 and tell them what happened. Also, write a letter explaining how you were treated and send it to the director of the state agency. Also mail a copy to your regional HUD office for housing discrimination complaints and make sure to retain a copy for your personal records. HUD will work with the agency to see that its intake personnel are better trained in the future. It also may take your case back if it believes the agency is not able to handle it properly.

Complaints from residents of the following states will be referred to their state fair housing agency because HUD recognizes them as having fair housing laws substantially equivalent to the federal Fair Housing Act:

Arizona	Kentucky	Pennsylvania
California	Louisiana	Rhode Island
Colorado	Maryland	South Carolina
Connecticut	Massachusetts	Texas
Delaware	Missouri	Utah
Florida	Montana	Virginia
Georgia	Nebraska	Washington
Hawaii	North Carolina	West Virginia
Indiana	Ohio	
Iowa	Oklahoma	

Residents of the following jurisdictions recognized by HUD as having substantially equivalent fair housing laws will have their complaints investigated locally:

Asheville-Buncombe County, NC	Lawrence, KS
Cambridge, MA	Lexington-Fayette, KY
Cedar Rapids, IA	Louisville-Jefferson County, KY
Charleston, WV	Mecklenburg County, NC
Charlotte, NC	New Hanover, NC
Clearwater, FL	Olathe, KS
Dallas, TX	Omaha, NE
Dayton, OH	Orlando, FL
Des Moines, IA	Phoenix, AZ
Dubuque, IA	Pinellas County, FL
Durham, NC	Reading, PA
Fort Wayne, IN	Salina, KS
Fort Worth, TX	Seattle, WA
Gary, IN	Shaker Heights, OH
Greensboro, NC	South Bend, IN
Hammond, IN	Springfield, IL
Hillsborough County, FL	St. Petersburg, FL
Huntington, WV	Tacoma, WA
Kansas City, MO	Tampa, FL
King County, WA	Winston-Salem, NC

## *Do pets help prevent allergies?*

A study from 1991 to 1996 in Sweden found that children exposed to pets during the first year of life had a lower frequency of allergic rhinitis when they reached seven to nine years of age, and a lower occurrence of asthma at 12-13 years of age.

"Does Early Exposure to a Cat or Dog Protect Against Later Allergy Development?" B. Hesselmar, N. Aberg, B. Aberg, B. Eriksson, & B. Bjorksten. Department of Pediatrics, University of Goteborg, Goteborg, Sweden. *Clinical Exp. Allergy* 1999 May; 29(5): 611-7. Available from the Delta Society.





Disabilities  
and  
privately-  
owned  
housing

### *I am renting an apartment and the landlord forbids pets. When do I have the right to keep pets in “no pet” housing?*

If you have a disability, you have the right to keep pets. Legally they will be considered “assistive animals.” The Fair Housing Amendments Act forbids landlords and homeowners’ associations to make rules that are discriminatory to people with disabilities. Various courts have found that “no pet” rules are discriminatory to people with disabilities who need assistive animals, such as an emotional support animal or a seeing eye or hearing ear dog. (See page 4 for the legal precedent.)

Emotional support animals do not have to be specially trained and you should be permitted to have any animals that are legal according to your state and local laws. However, your landlord is only required to make “reasonable accommodation” for such animals so don’t expect to be permitted twenty cats or three Mastiffs in a one-bedroom apartment. Show that you are a responsible pet guardian by having your animals spayed or neutered and vaccinated, registering them with local authorities, disposing of their waste properly, and keeping animal noise and odors under control.



### *How should I tell my landlord about my right to assistive animals?*

Be diplomatic. Remember—your landlord owns the place you call home. Allowing your animals to destroy the carpet or walls, or annoy other neighbors devalues his or her property. You do not have the right to destroy his or her livelihood and he or she has the right to refuse unreasonable accommodations. Follow the tips on page 35 to show your landlord that you are a responsible animal guardian. This will help assure your landlord that your animals will not drive away other residents or make them miserable, and that when you move out you will leave the property in good condition. If your landlord still doesn’t want you to keep assistive animals, follow the steps on pages 14-16 to protect your rights.

### *I have a disability and need assistive animals, but the lease is not in my name. Is that a problem?*

No. The Fair Housing Amendments Act is quite broad, covering apartment renters, condominium buyers, any person who resides in the apartment or condominium, and any person who is associated with any person who falls into one of these categories.<sup>1</sup>

<sup>1</sup> 24 C.F.R. § 100.202.



## Is a “no pets” rule in the covenants of a homeowners’ association discriminatory?

It is if it doesn’t say that people with disabilities are entitled to keep animals. A “no pets” rule that does not mention any exception for assistive animals is an unlawful steering practice under the Fair Housing Amendments Act.<sup>1</sup>

To prevent having to fight an expensive housing discrimination lawsuit on this point, prudent homeowners’ associations should change their “no pet” rules to permit assistive animals.

If you have a disability and were prevented from buying the condominium you wanted due to a “no pets” rule, see pages 14-16 for information on how to file a fair housing complaint and the time you have to file it (or “statute of limitations”).

<sup>1</sup> 24 C.F.R. § 100.70.



## *I have a disability and emotional support animals. I am looking for an apartment, but they all have “no pet” rules. What should I do?*

You have the right to have assistive animals under the Fair Housing Amendment Act, unless your apartment or condominium falls under one of two exceptions: (1) buildings with four or fewer units where the landlord lives in one of the units; or (2) apartments that are privately owned and the owner has no more than three single family houses at one time, does not use the services of a real estate broker or agent, and does not produce any discriminatory publications, notices, or mailings.

If your apartment or house does not fall under one of these exceptions, and is therefore covered by the Fair Housing Amendments Act, make sure you can document your disability and your prescription for your emotional support animals. Then you can choose between telling your prospective landlord in advance or waiting until after you move in. If you tell your landlord about your support animals after you move in and your landlord orders you to get rid of your animals or leave, see pages 14-16 for steps you can take to protect your rights.

If you decide to tell your landlord about your animals before moving in, it is advisable to fill out an application for the apartment or house you want and to keep a copy of the same. (This will enable you to show the U.S. Department of Housing and Urban Development (HUD) the written application in case you later have to file a housing discrimination complaint.) If your prospective landlord is hesitant to allow your animal or animals, or if he or she refuses them outright, then show this brochure to him or her and politely explain your rights. Demonstrate that you are a responsible pet guardian by following the advice on page 35. If the landlord refuses to rent to you, see pages 14-16 for information on how to protect your rights.

If necessary, you can file a complaint even if you didn’t fill out an application for the apartment or house, although a copy of the application does help show that you attempted to rent while providing notice of your pets, and were refused. You have grounds to complain if you think your animals were the real reason you were rejected as a resident, no matter what explanation the landlord gave for refusing you.

Landlords who use leases with “no pet” rules that do not include an explicit exception for medically necessary animals are running the risk that a prospective resident like you will file a fair housing complaint on the grounds that the rule is an unfair steering practice in violation of the Fair Housing Amendments Act. (See page 15 for the statute of limitations for filing your complaint.)



### *I own a condominium and the covenants and restrictions of our homeowners' association forbid pets. I have a disability and want to keep assistive animals. Do I have that right under the Fair Housing Amendments Act?*

You have the right to “reasonable accommodation” for your disability, which includes the right to an exception to the “no pets” rule for the assistive animals you require. See pages 14-16 for the steps to take to acquire the assistive animals you desire and to defend your right to keep them.

If you are looking to buy a condominium or other dwelling governed by a homeowners' association, you may choose to notify the board about your assistive animal before you submit your bid, when you sign the contract or after you move in. Remember, you are not seeking “permission,” but a reasonable accommodation, a right protected by federal law. As always, be diplomatic and show the board that you are a responsible animal guardian.

### *My homeowners' association agreed to a reasonable accommodation to its “no pets” rule for my hearing ear dog, but when I take my dog out for walks or into common areas of our building, other residents become angry.*

Your homeowners' association board of directors and your resident manager, if you have one, have a legal obligation to see that you are not harassed or intimidated because of your assistive animal.<sup>1</sup> Write a letter and politely let them know they must explain to complainers your right to your dog. If the harassment continues after the community has been informed of your right to your assistive animal—and to freedom from intimidation—write another letter informing the board that if the problem does not stop, you will be forced to file a housing discrimination complaint. If that doesn't do the trick, see page 15 to learn how to file your complaint with HUD. If it is necessary as a reasonable accommodation, you have the right to take your assistive animal into any common area, including hallways, lounges, lobbies, laundry rooms, refuse rooms, mail rooms, and recreational areas—free from intimidation or harassment.<sup>2</sup>

<sup>1</sup> 24 C.F.R. § 100.400.

<sup>2</sup> 24 C.F.R. § 100.400 and 24 C.F.R. § 100.201.

# Pets in assisted housing



### *I don't have a disability and I don't live in housing designated for the elderly or disabled, but I do live in federally assisted housing. Can I still have a pet?*

Yes. In 1998, Congress passed the Public Housing Reform Act, which requires public housing authorities (PHAs) to allow all residents to have one or more “common household pets.” This right to have a pet is subject to conditions set by the public housing agency or management. For example, such conditions may require that you maintain your pet responsibly or limit the number or type of pets that you keep. These kinds of regulations are permissible so long as they are reasonable. This new law does not effect residents of federally assisted housing for the elderly or handicapped, which is still governed by the Housing and Urban-Rural Recovery Act. The regulations implementing the new 1998 law require that PHAs include permissive pet policies in their annual plans beginning with PHA fiscal years that commence on or after January 1, 2001.<sup>1</sup>

<sup>1</sup> 42 U.S.C. § 1437z-3 and 24 C.F.R. § 960.



### *Does the building management have the right to make rules about pets?*

Yes. The management may make rules about the number of pets you may keep, pet size, types of pets, pet deposits, and standards of pet care.<sup>1</sup> The regulations do not provide an exhaustive list of acceptable requirements, but give several examples of what reasonable requirements may include. Examples of acceptable requirements include payment of a nonrefundable nominal fee, a cap on the number of animals allowed in a unit, and a requirement that the animal be spayed or neutered. One example of an unacceptable requirement is listed: PHAs may not require that an animal's vocal cords be removed.<sup>2</sup>

Animals who qualify as assistive animals for people with disabilities, such as seeing eye dogs, hearing ear dogs, and emotional support animals, are not subject to many rules governing other animals.<sup>3</sup> For example, pets may be barred from common areas such as laundry rooms, party rooms, and lobbies (except when they need to enter or leave the building) whereas an assistive animal cannot be banned from common areas if that would limit the disabled person's reasonable accommodation. Nonetheless, guardians of assistive animals must still obey state and local laws pertaining to their animal.

<sup>1</sup> 24 C.F.R. § 960.707.

<sup>2</sup> 24 C.F.R. § 960.707 (c).

<sup>3</sup> 24 C.F.R. § 960.705.

Children with dogs or cats express emotions, seek social support and problem solve more often than children without canine or feline companions.

## *What kinds of pets are permitted?*

You may have “common household pets,” which traditionally include dogs, cats, birds, rodents (including a rabbit), fish, and turtles. Reptiles (except turtles) are not considered to be common household pets.<sup>1</sup> When your state or local laws are more restrictive about what kinds of animals are considered common household pets, those laws apply.

<sup>1</sup> 24 C.F.R. § 5.306

## *Can I be required to pay a pet deposit?*

The management or public housing authority may charge you a pet deposit in addition to any other security deposit. The pet deposit may be used to cover operating costs to the development relating to the cost of keeping pets.<sup>1</sup>

<sup>1</sup> 24 C.F.R. § 960.707 (b)(1).

## *How do I know if I live in federally assisted housing that must permit me to keep pets?*

If you are not elderly or disabled, you are entitled to keep a pet if you live in public or low-income housing that benefits from federal assistance. Such housing includes mixed finance projects that are assisted by a public housing agency,<sup>1</sup> which may mean buildings where all the units are set aside for low-income residents, or buildings where only a few of the units are set aside for low-income residents.<sup>2</sup>

If you are elderly or disabled, your landlord must tell you about your rights to keep a pet. According to the Housing and Urban-Rural Recovery Act, owners and managers of federally assisted housing for the elderly or people with disabilities are required to tell you of your right to keep pets in your lease agreement. If you believe you live in housing that falls under this requirement but your landlord says you do not, check your local law library for 24 C.F.R. § 5.306 for the detailed list of types of property covered by the Housing and Urban-Rural Recovery Act. You also may call the U.S. Department of Housing and Urban Development (HUD) office in your state and ask someone in the Multi-Family Housing Division to help you. Check the Blue Pages in your phone book for a listing.

The Housing and Urban-Rural Recovery Act and the Public Housing Reform Act do not apply to Section 8 subsidized rentals, nursing homes, intermediate care facilities, board and care homes, or hospitals. However, if you live in a Section 8 subsidized rental and you have a disability, you are protected by Section 504 of the Rehabilitation Act.<sup>3</sup> See pages 14-16 for the steps to take to protect your rights.

<sup>1</sup> 42 U.S.C. § 1437z-3

<sup>2</sup> 42 U.S.C. § 1437z-7.

<sup>3</sup> 29 U.S.C. § 794 and 28 C.F.R. § 41.51.

“The Role of Pet Ownership as a Possible Buffer Variable in Traumatic Experience,” L. Arambasic, PhD. & G. Kerestes, M.A., Faculty of Philosophy, Department of Psychology, 10000 Zagreb, Luciceva 3, Croatia. 1998. (Presented at the 8th International Conference on Human-Animal Interactions, The Changing Roles of Animals in Society, September 10-12, 1998, Prague). Available from the Delta Society.

## Where to find more information and help

**Delta Society.** They provide information on assistive dogs and the human-animal bond. Their catalog of publications costs \$3. This is a fine source of information. 425-226-7357 or 1-800-869-6898 (orders only), 425-235-1076 fax, 289 Perimeter Road East, Renton, Washington 98055-1329, [www.deltasociety.org](http://www.deltasociety.org), [info@deltasociety.org](mailto:info@deltasociety.org).

**Doris Day Animal League.** The League lobbies for laws to permit pets in housing and on behalf of laws for better treatment of animals. Annual membership is \$10. 202-546-1761, Suite 100, 227 Massachusetts Avenue, N.E., Washington, DC 20002.

**Humane Society of the United States.** The HSUS has information for residents and owners about the benefits of a "pets welcome" policy as well as guides for responsible care for cats, dogs and small mammals. 202-452-1100, 2100 L Street, N.W., Washington, DC 20037, [www.hsus.org](http://www.hsus.org).

**The Judge David L. Bazelon Center for Mental Health Law.** This is an excellent source for information on fair housing cases, including disputes over "no pet" rules. Call for a list of publications: 202-467-5730 or TDD 202-467-4232 or write: Suite 1212, 1101 Fifteenth Street, N.W, Washington, DC 20005-5002, [www.bazelon.org](http://www.bazelon.org).

**Massachusetts Society for the Prevention of Cruelty to Animals.** MSPCA publishes *Pets in People Places*, which includes copies of state laws permitting pets in state-assisted housing, information on how to set up pets-in-housing policies, articles on the health benefits of pet guardianship and more. 617-522-7400, 350 South Huntington Avenue, Boston, Massachusetts 02130, [www.mspca.org](http://www.mspca.org).

**The National Legal Aid and Defender Association.** This organization can help you locate legal services offices throughout the U.S. They often have funds that permit them to provide legal help to the elderly and people with disabilities, free of charge. 202-452-0620, 202-872-1031 fax, [www.nlada.org](http://www.nlada.org).

**National Library of Medicine.** Search on-line for references in medical journals about the human-animal bond, medical conditions and diseases. <http://gateway.nlm.nih.gov>.

**U.S. Department of Housing and Urban Development (HUD).** The U.S. Department of Housing and Urban Development enforces fair housing laws.

**HUD Discrimination Hotline.** This is the first number to call with a housing discrimination complaint or question. 1-800-669-9777 or TDD 1-800-927-9275, [www.hud.gov](http://www.hud.gov).

**HUD Distribution Center.** The HUD Distribution Center has educational materials, fair housing regulations, documents on fair housing, and referrals to other sources of information. 1-800-767-7468, [www.hudclips.org](http://www.hudclips.org).



Pets in

no

pet

housing



### *My condominium board passed a “no pets” rule and ordered me to give away my pets. What can I do?*

In most states, adoption of a pet restriction must be by amendment to the by-laws, which usually requires a vote by a supermajority of unit owners. A rule passed by the board alone typically will be ineffective. While a “no pets” amendment passed by the unit owners generally will be enforceable against future owners, states’ laws differ as to whether the amendment is enforceable against current owners and pets. A majority of states have a rule that the amendment will be enforceable if the condominium owner knew that the pet rule could be changed or amended when the owner bought the condominium.<sup>1</sup> A few states have a rule that the amendment will not be enforced against owners who bought their condominium when pets were allowed.<sup>2</sup> In general, condominium boards are advised by counsel to “grandfather” current pets but to provide that they cannot be replaced once a no pet rule is adopted. Courts have upheld this approach.<sup>3</sup> See Appendix B, pages v and vii for more information about grandfather clauses.

<sup>1</sup> *Townhouse III Condominium Ass’n, Inc. v. Mulligan*, No. CV 92 50183 S (Conn. Sup. Ct. 1995).

<sup>2</sup> *Winston Towers 200 Ass’n v. Saverio*, 360 So.2d 470 (Fla. 1978).

<sup>3</sup> *Granby Heights Ass’n, Inc. v. Dean*, 647 N.E.2d 75, 75 n.3 (Mass. App. Ct. 1995); *Chateau Village North Condominium Ass’n v. Jordan*, 643 P.2d 791 (Colo. Ct. App. 1982).



### *Although there is a “no pets” clause in my lease, my landlord knew I had two cats for many years and never said a word. Now she wants to enforce the “no pets” clause. I do not have a disability. Is there anything I can I do?*

Start looking for a new home that permits pets. It may also be worthwhile, however, to go to a law library and look up the landlord-tenant law of your state and local jurisdiction to see how they handle what is called the doctrine of estoppel. Estoppel is a legal concept that in this context means that if your landlord or homeowners’ association had knowledge of your pet and failed to make a claim against you for your pet, your landlord or homeowners’ association may not be able to make such a claim against you at a later date. The earlier failure to make a claim is deemed to be implicit approval of your pet guardianship. Estoppel may also apply in your case if you were given explicit permission to have a pet and the landlord later changed his or her mind. If you weren’t given explicit approval, your landlord usually can get around estoppel by saying that you had notice of the rule in your lease and were given notice that the rule would be enforced.

At the law library, you also can check to see if your local laws



## *Is there an attorney in the house?*

Finding a good attorney is a little like finding a doctor. Most people rely on personal recommendations from friends, family or co-workers.

You should feel comfortable asking your attorney questions such as:

- What is your experience in this field?
- Have you handled matters like mine?
- What are your rates and how often will you bill me?
- How will you keep me informed of your progress?

If you are not able to find an attorney through a personal contact, there are other resources to help your search:

- **American Bar Association.** The ABA is a voluntary professional organization of attorneys and judges. Their website features a lawyer locator and links to states that offer *pro bono* (free) programs: [www.abanet.org](http://www.abanet.org).
- **PrairieLaw.** On-line message boards and chat rooms on a variety of legal topics: [www.prairielaw.com](http://www.prairielaw.com).

You may also check your phone book's Blue Pages under "Legal Services." Some counties and cities have legal aid programs for low-income clients and their own lawyer locator services.

include a bill of rights for tenants and research other possible arguments, such as selective enforcement or waiver, which is intentionally giving up a known right. Then talk to an attorney experienced in fair housing law.

Some states and local jurisdictions have laws that protect residents in just this situation. In New York City, for example, neither landlords nor co-op boards can enforce a "no pets" rule if a resident has lived openly with an animal for at least three months,<sup>1</sup> although this rule does not apply once the lease has expired or for any successive pets.<sup>2</sup> Virginia law states that a landlord cannot "work a substantial modification" of the lease agreement unless the resident agrees to it in writing.<sup>3</sup>

If you have to move to continue living with your cats, check pages 38-39 for information on persuading your new landlord to permit your pets in the lease.

<sup>1</sup> Administrative Code of the City of New York § 27-2009.1.

<sup>2</sup> Park Holding Co. v. Emicke, 646 N.Y.S.2d 434 (N.Y. 1996).

<sup>3</sup> Virginia Code § 55-248.17(b).

*I live in a condominium with a "no pets" rule and have kept a dog for several years because the rule was ignored. Recently, our board of directors announced that the rule now will be enforced and informed me I have 30 days to give away my dog. I do not have a disability. Can they do this?*

Probably. This is why people with pets should never move into housing that does not permit them. All that is required is that you had notice of the no pet rule, which was published in your homeowners' association's rules, and notice that it was going to be enforced. That will likely be sufficient to permit your board to get around the legal doctrine of estoppel, which is described in the previous question.

However, it may be worthwhile to go to a law library and ask for the annotated version of your state or local jurisdiction's laws in order to: (1) find out if they include a bill of rights for condominium owners; and (2) see how they address the doctrines of estoppel, waiver (intentional relinquishment of a known right), and selective enforcement. As mentioned earlier, in New York City, for example, the "Pet Law" permits any pet guardian who has lived with a pet openly for three months to keep his or her pet, even if the apartment building or condominium association has a rule against pets.<sup>1</sup>

After checking the library, look for an attorney with experience in fair housing law to see if he or she can apply these arguments to your situation (see the sidebar on the left for suggestions on finding a lawyer). However, it may well be cheaper and less hassle for you to find a new home where your dog is allowed, unless an advocacy group will take your case (see the listing for the National Legal Aid and Defender Association on page 26 for more information on how to find such a group).

<sup>1</sup> Administrative Code of the City of New York § 27-2009.1.

## Finding a rental that allows pets

Finding and keeping an apartment that will accept your pet depends on your ability to market yourself first as a responsible resident and then as a responsible pet guardian. Here are some tips to use when looking for rental housing:



- Make use of all resources available to you. Post a “pet friendly apartment wanted” notice on bulletin boards in local shops, libraries and other public places. Check all newspapers—local neighborhood publications as well as the big daily papers. Look for “pet friendly” listings from realtors or even your local humane society, check with friends and colleagues and search on-line for pets-allowed housing. One useful website is [www.Apartments.com](http://www.Apartments.com). At this website, select the state, region, area and community that you prefer to live in, be sure to tailor your search under the “Amenities” section, according to your pets needs.
- When making inquiries by phone, talk about the apartment, not the pet. As pet guardians we often want to immediately begin by selling the landlord on our wonderful pet. First, we need to sell ourselves as someone the landlord would want to rent to, then we can talk about the pet.
- Contact small individual landlords rather than big property management companies.
- Be flexible. To be successful, you may need to expand your search area, especially in tight housing markets.
- Meet the landlord in person, go see the apartment, then bring up the question of having a pet. Be forthright about why you didn't bring up the pet question right away.
- Have your pet’s resumé ready. Get letters from your veterinarian, former landlords, and neighbors documenting that you are a responsible pet guardian. Include documentation about your pet. Have copies of your pet’s medical records to certify that he or she has been neutered/spayed and is up-to-date on all required vaccinations. Provide certification of any training courses your pet has completed. Ask your veterinarian and/or trainer to write a letter documenting your pet’s temperament and social behaviors. Include a photo of your pet looking his or her best and wearing a collar, license, and I.D. tags. See Appendix A for a pet resumé sample.

Terminally ill  
adults  
frequently  
remark that  
their pets help  
them by  
providing a  
reason to live  
and consistent  
companionship  
and affection.

- Consider having your dog take the American Kennel Club's nationally recognized Canine Good Citizen Test (CGC) to certify that he or she possesses the qualities of being a good neighbor. Include this accomplishment in your dog's resumé. CGC classes and tests are often available at large pet supply stores, such as PETsMART. For more information about the CGC Program, contact the American Kennel Club at 919-852-3875 or visit their website—[www.akc.org](http://www.akc.org).
- Offer to let your prospective landlord meet your pet and see your current apartment.
- Offer to allow your prospective landlord the right to inspect the rental periodically to ensure that the unit is being properly cared for.
- Offer to pay a reasonable pet damage deposit or secure liability insurance to cover the cost of any pet-related damage.
- Be open to compromise and considerate of the responsibilities of management and the concerns of residents who do not live with animals. Ask if there is a pet policy in place. If there is, review it carefully and be certain that you are willing to abide by it. For example, when you are with your pet you may be required to use only a certain stairway or elevator in your building, you may be required to toilet your dog only in a designated area, or a cat may be required to be indoors-only.
- If there is not a pet policy already in place, offer to include an addendum to your rental or lease agreement that will outline responsible pet guardianship under reasonable guidelines. Then, be prepared to live by that agreement. See Appendix B for a sample "pet rider."
- Plan ahead. It is likely that it will take you longer to secure rental housing with a pet. But take heart, experience tells us that with planning and preparation you will be successful!

"Psychological Consequences of Pet Ownership of Terminally Ill Cancer Patients," Raveis, V.H., Mesagno, F., Darus, D., and Gottfried, D. Memorial Sloan-Kettering Cancer Institute, Department of Social Work Research (1993). Available from the Delta Society.

## Responsible pet guardianship

Responsible pet guardianship demands a commitment to provide for the physical, behavioral, and psychological needs of a pet for its entire lifetime. The day a new pet comes home marks the beginning of a special friendship. Through the years, that pet will never outgrow the need for his or her guardian's care and protection.

The decision to acquire a pet requires careful consideration, especially for people living in multi-unit housing. Pets can become scapegoats for non-pet-related disputes, so pet guardians must be model residents in every way so as not to jeopardize both individual animals and the privilege of caring for a pet. By ensuring that their neighbors, other animals and the environment are not negatively affected, pet guardians will help to build an even more rewarding relationship with their pets.



### *I want to adopt a pet but want to be sure I know what I'm getting into. How can I know I'm ready?*

Any prospective pet guardian, but especially a resident of multi-family housing, needs to answer the following questions before bringing an animal into the home:

- *Do I have the time to care for a pet properly?* It takes time to train, exercise, and groom a pet. Small or medium-sized dogs can live happily in small apartments, but they must be walked at least twice daily.
- *Am I financially able to provide for my pet's needs?* This includes food, supplies, a license, and veterinary care.
- *Am I willing to obey the laws related to animal care and control?* Become familiar with your housing unit's regulations on pets and your community's licensing and leash laws.
- *Do I have my landlord's or condo board's consent to bring an animal into my home?* Never attempt to sneak your pet into a "no pets" building. It can only lead to trouble for you and your pet.
- *Am I willing to have my cat or dog spayed or neutered?* This essential part of responsible pet guardianship will produce a more sociable pet and ensure that he or she does not contribute to pet overpopulation. See page 34 for more information about the importance of spaying and neutering.

## Opening doors in San Francisco

Faced with the challenge of finding “pet friendly” rentals, countless animal lovers in San Francisco have turned to the Open Door program at The San Francisco SPCA.

The SPCA encourages property owners to rent to responsible pet guardians, and supports the efforts of residents searching for pet friendly housing. The Open Door program offers many services for property owners and residents, including a referral list of “pets o.k.” property management companies and apartments in San Francisco.

Find the referral list and much more on-line at the San Francisco SPCA's Open Door website: [www.sfspca.org/opendoor.html](http://www.sfspca.org/opendoor.html).



- *Have I examined my own motives for getting a pet? Do you want to give love and companionship as well as receive it? What are your needs and expectations? Is living with a pet the best way to meet those needs and expectations?*
- *Do I have a support system to ensure that my pet will be taken care of even if I can no longer do so myself? In the event of your illness or death, your pet will need consistent, loving care.*
- *Am I at home during the day, and if not, do I have a regular schedule? Do I travel frequently? If your schedule prevents you from providing consistent care for your pet, perhaps you should forego getting a pet at this time in your life.*
- *Can I make provisions for pet care if I must be away from home temporarily? A reliable alternate caretaker is essential in case you are delayed getting home, are called out of town unexpectedly, or become ill.*

### What kind of pet is best for me?

The decision to adopt a pet can be the beginning of a mutually rewarding friendship. But before your heart melts at the sight of soulful eyes or a wagging tail, you need to think carefully about the kind of pet that will fit into your lifestyle over the long term. A dog's average life span is 12 years, a cat's 16 years. Will your animal companion be able to depend on you now and in the future? Questions you should ask include:

- *What is the history of the animal? Was he or she given up by a previous guardian? What was the reason? Will the previous guardian, shelter or rescue group take the animal back if your new pet is not a good match?*
- *How old is the animal? Has he or she been socialized with other animals and people? Is the animal comfortable with children and lots of activity, or is he or she more of a “one person pet”?*
- *Is the animal housebroken or paper trained? If you don't have the time and patience to train a new puppy or kitten, consider adopting an older animal—you'll have less work and fewer surprises.*
- *What are the physical or behavioral needs of this particular animal or breed? Does his or her temperament match your own? Avoid the temptation to acquire an oversized or “macho” dog for protection. Even small dogs can be effective watchdogs, and they are much more likely to be welcome in multi-unit housing.*

- *Has the animal been housed in a kennel, a shelter, or a backyard?* Are you welcome to inspect the facilities? It is best to acquire a pet from a source where the guardian or the staff helps to match your interests with the prospective pet's needs.
- *Is the animal in good health?* Is the dog or cat bright-eyed and energetic? Are his or her coat and ears clean and free from parasites? Does he or she respond to you? What information is available about the animal's shots and medical history?
- *If an animal is presented as a gift, am I taking enough time to decide to accept him or her?* An animal should never be acquired on impulse—yours or anyone else's.

## How important is spaying and neutering?

You and your pet will both benefit from having your pet sterilized. Sterilized pets tend to be more gentle and affectionate, and they live more happily indoors. Spaying (for females) and neutering (for males) are simple procedures, performed under anesthesia at your veterinarian's office. They can help your pet lead a happier and healthier life in the following ways:

- Spaying prevents female pets from having kittens or puppies, thus eliminating the health risks and expenses that accompany pregnancy, delivery, and motherhood. Surgical sterilization also prevents diseases of the reproductive system in both males and females.
- Spaying or neutering removes a pet's urge to roam in search of a mate. Females no longer go into heat, with the annoying yowling and carpet staining. Male cats and dogs no longer gather outside for nightly serenades.
- Male cats no longer need to spray the furniture to mark their territory. Male cats and dogs who go outside have fewer fights with other animals, as they no longer need to compete for mates. They are less likely to be hit by cars, because they are more inclined to stay close to home.
- Spaying or neutering need not be expensive. Most humane societies can help people find low-cost sterilization programs in their local communities. See page 35 for information about low-cost programs.
- Spaying and neutering are necessary to stop the tragedy of pet overpopulation. Each year millions of healthy animals across the country must be destroyed simply because homes for them cannot be found. We each need to take action to stop adding more litters to our already-overburdened communities.

## Pet overpopulation: the sad statistics

- One female cat and her offspring can produce 420,000 cats in seven years.<sup>1</sup>
- One female dog and her offspring can produce 67,000 dogs in six years.<sup>2</sup>
- An estimated four to six million cats and dogs are killed in shelters each year. Millions more are abandoned, only to suffer from illness or injury before dying.<sup>3</sup>
- Over 56% of dogs and puppies and 71% of cats and kittens entering shelters are euthanized, based on reports from over 1,055 facilities across America.<sup>4</sup>

<sup>1</sup> The Humane Society of the United States, "Pet Overpopulation Facts" (1999).

<sup>2</sup> *ibid.*

<sup>3</sup> *ibid.*

<sup>4</sup> National Council on Pet Overpopulation Study and Policy, "Shelter Statistics Survey" (1997 data).



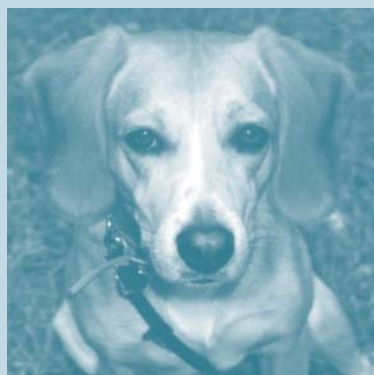
## Nine-to-five dogs

As more people work full time, more dogs are also becoming nine-to-fivers. Although many dogs can adjust to a life alone during the day, others may be lonely, bored, or frustrated. They may turn, as a result, to destructive or undesirable behavior: barking, whining or destructive chewing.

There are ways to put more human companionship into your dog's life. For example:

- Tailor where you live and/or work so you can go home on your lunch hour and spend a little time with your dog.
- Find a reliable teenager in the neighborhood who could walk, play games and visit with your dog. Be sure to equip your dog with a sturdy nylon collar and a strong leash, and that his or her tags are up-to-date.
- Consider dog-sharing, or dog-sitting. Perhaps someone in your neighborhood who is at home during the day—older people, stay-at-home parents—would enjoy having some canine companionship.

(“Nine-to-Five Dog” title and suggestions courtesy of The Humane Society of the United States.)



## What are my responsibilities as a pet guardian?

A responsible guardian provides for an animal's physical and emotional needs with love and a commitment to his or her well-being. Actions you should take to keep your animal healthy and happy (and in good standing with your neighbors):

- Spay or neuter your pets and keep their vaccinations up to date. If you cannot afford to spay or neuter your pet at market rates, call your local animal shelter to see if they have a low-cost spay/neuter program. If your income is low, try calling SPAY USA at 1-800-248-SPAY (1-800-248-7729) to see if they can refer you to a veterinarian in your area who will spay or neuter pets for people with low incomes at a reduced rate. You can also call Friends of Animals at 1-800-321-PETS for information on their low-cost spay/neuter program, which is available to everyone.
- License your pets with your local government. Make sure they wear a collar with their license and identification tags.
- Keep fleas and ticks under control at all times. Ask your vet about preventative medicines for fleas, ticks, and heartworm.
- Always clean up after your pet and dispose of the waste in a sanitary manner.
- Always keep your dog on a leash when he or she is outside your dwelling or in common areas of your apartment complex or condominium.
- Do not let your dog bark for long periods of time. Barking dogs may need more exercise, attention, or the company of another animal.
- Keep your cat indoors for his or her own safety and to prevent him or her from becoming a nuisance to your neighbors.
- Provide your animals with fresh water and food, attention, and adequate exercise every day.
- Keep a file with your pet's health records, obedience training, references from previous landlords, and information on who can care for your pet if you have an emergency. Put the file where it can be easily located for quick reference.

## What can I do to help stray and feral cats living in or near my community?

Free roaming, stray, and feral cats exist in every community across this country. The cats raise concerns for rental property owners, managers, and residents who must make important choices about how to deal with the well-being of these animals, health and safety issues for people and their pets, and property damage.

Solutions exist, but require the same skills that would be used to solve any other complex problem in a meaningful way. Awareness and effort on the part of owners, managers, and residents are essential. Well-intentioned individuals who feed these cats but do not secure veterinary care or arrange for the animals to be spayed or neutered are not meeting the needs of these animals. Managers who simply post “no feeding” signs are not addressing the real problems.

Feral cats are either the offspring of socialized cats or unsocialized cats. While many have been feral all of their lives, their origins were primarily from cats who had been kept as companions. Some estimates place the number of these animals in the United States at approximately 60 million cats.

Local authorities often deal with feral cats in one of two ways: trapping and euthanizing the cats or ignoring the situation altogether. Animal control and humane organizations (in your community, this may refer to your humane society, Animal Control, or both) often have neither the resources, nor the authority, to deal with feral cat populations in any other way.

If you are interested in feral cat welfare and want to address issues and concerns in your community, here are some suggestions:

- Begin by getting informed. Many groups who have worked on the issues of free roaming, stray, and feral cats have information available to assist you. See the resources listed on page 37 for groups to contact for materials and advice.
- Request help from local humane groups and/or animal control. Many humane societies are adopting policies that promote humane methods of feral cat population control.
- Make the information you gather available to all concerned. Consider holding community meetings to discuss the problems and possible solutions. Send flyers or use any other available methods to announce decisions and your action plan. Then follow through.

There are many issues for residents and managers to consider regarding the implementation of a humane feral cat care and control system:

- The colony must be assessed to determine if any or all of the cats can be trapped, socialized and provided with a caring home. If not, is the site is an appropriate long-term environment for a colony? Areas near interstates or

## TNR “Soundbites”

- Trap-neuter-return (TNR) is the most humane and most effective way of controlling feral cat populations. TNR has been used with success across this country and all over the world.
- TNR is the preferred method of control for feral cat populations in England, Denmark, and many other forward-thinking countries.
- TNR is more cost-effective than trapping and killing feral cats. The average cost of sterilization is \$35, while the average cost of euthanasia is \$105.
- A vaccinated, sterilized colony of feral cats poses no rabies threat to humans and can deter unvaccinated feral cats and wildlife from moving into the area.
- Raccoons, skunks, and bats are the most common carriers of rabies.
- Toxoplasmosis can only be caught from infected cats if their feces comes in contact with a person’s mouth. Toxoplasmosis is most often contracted from handling or eating undercooked meat.

Soundbites courtesy of Alley Cat Allies.





## Feral cat resources

### Alley Cat Allies

1801 Belmont Rd., NW  
Suite 201  
Washington, DC 20009  
202-667-3630  
www.alleycat.org

### Alley Cat Rescue, Inc.

P.O. Box 585  
Mount Rainier, MD 20712  
301-699-3946  
www.saveacat.org

### Doris Day Animal League

227 Massachusetts Ave., NE  
Suite 100  
Washington, DC 20002  
202-546-1761  
www.ddal.org

### Feral Cat Coalition

9528 Miramar Rd.  
P.M.B. 160  
San Diego, CA 92126  
619-497-1599  
www.feralcat.com

### Greater New Haven Cat Project

P.O. Box 1432  
New Haven, CT 06505  
203-782-CATS  
www.orgsites.com/ct/gnhcp

### Operation Catnip

P.O. Box 90744  
Raleigh, NC 27675  
919-779-7247  
www.operationcatnip.org

### UT Campus Cat Coalition

University of Texas at Austin  
Aerospace Engineering  
WRW 117  
Austin, TX 78712  
512-471-3006  
www.ae.utexas.edu/cats



completely exposed to weather conditions are not suitable—cats may be harmed by people, in addition to the elements and vehicular traffic.

- The life-span of a companion cat kept indoors can be as long as 20 years. The life-span of a feral cat may be much shorter than the indoor cat. However, caregivers should consider the need to make a long term commitment to caring for and monitoring each feral cat.
- Community residents and any neighbors should be notified of the trapping program by the caregivers through signs or other communication. Contact information for the caregivers will need to be available for neighbors and residents to report any problems, or to ask questions about the program.

A successful method for controlling the populations of feral cats in alleys, parks, abandoned buildings and rural areas is a system of monitoring and maintaining sterilized, disease-free colonies through qualified caregivers. This system is called the “trap-neuter-return,” or “TNR,” method of feral cat care. If you are currently caring for, or have convinced your property manager to allow you to care for a feral cat colony, guidelines for a successful TNR system include:

- **Trapping.** Each cat must make at least one trip to the veterinarian. If you cannot get a cat into a carrier, he or she will need to be trapped. Obtain a humane trap and practice using it. Immediately cover the trap with a towel or blanket once the cat is caught to calm him or her. Never leave a trapped cat where he or she might be threatened by people, other animals or weather.
- **Veterinary care.** Each cat must be spayed or neutered, treated for worms, vaccinated and given a long-term antibiotic. All cats to be released need to be identified in some way. A suggested method is “ear tipping,” where the top of one ear is clipped. This procedure is performed under anesthesia and heals quickly. Care and special considerations, such as additional equipment, should be discussed with your veterinarian(s) prior to efforts to trap, sterilize and release the colony.
- **Regular Feeding.** Caregivers should either provide food and water each day or set out automatic feeders and waterers, with a round-robin daily check of the cats and monitoring of any rodent or other wildlife problems associated with leaving food out in feeders. It is also important to provide discreet insulated shelters, as needed, with waterproof covers. The site should be monitored for fleas during the season.

# Establishing a successful “pets welcome” policy

This section provides a blueprint for the introduction of pets into multi-unit housing—apartments, condominiums, co-ops, etc. Written as a guide for designing a workable pet policy in both public and private multi-unit housing, it is intended to offer helpful advice to anyone—residents, managers, housing boards and elected officials—who must make decisions on the critical issue of allowing pets in rental housing.

The keys to a workable pet policy are: a commitment to the principles of responsible pet guardianship and respect for the rights of pet guardians and residents without pets alike. A well thought out pet policy will address resident and management concerns about pet guardianship before they become problems.

The model guidelines in Appendix B specifically address the concerns of residents and managers and are designed to be included as part of any lease or rental agreement.



## *What rules or guidelines should a “pets welcome” housing policy include?*

Recognizing that each housing community is unique, a “pets welcome” policy should have enough flexibility built into them to address a variety of living situations, ages, and locations. Generally, a successful pet policy should include requirements such as:

- Pet guardianship agreements must be in writing.
- All pet guardians must be able to control their pets on a leash, in pet carrier, or a cage.
- All dogs and cats must be spayed or neutered.
- A pet committee must be established.

## *What is a “pet committee” and how does it work?*

A pet committee consisting of pet guardians, residents without pets, veterinarians, and knowledgeable persons from local humane groups can help residents and management in the solution of pet problems. By acting as the first line of complaints as well as complaint resolution, the pet committee can alleviate the housing manager’s involvement with resident’s questions and complaints concerning pets. The number of individuals should be uneven—ideally three to five—to allow for a majority rule in a vote decision.

Emphasizing “caring for each other” rather than “policing each other,” the pet committee provides peer pressure and peer support for responsible pet guardians. The committee could assist residents by:

## *How a “pets welcome” policy is good for business*

A “pets welcome” policy will:

- **Attract more potential residents.** Almost fifty percent of renters care for pets. A “pets welcome” policy will increase the marketability of your property.
- **Increase the average length of occupancy.** Once pet guardians find a housing property or community that welcomes their companion animal, they are likely to rent for a longer period of time than residents without pets.
- **Retain responsible residents.** Responsible pet guardians tend to be dependable in other aspects of their lives and generally strive to abide by all housing rules, even those not related to pets.
- **Foster goodwill.** Allowing pets in your properties will not only help your residents, it will also help you by generating a positive public image.

Courtesy of The Humane Society of the United States.



- Providing educational material on proper pet care and responsible pet guardianship.
- Helping pet guardians secure good veterinary care and obtain discounts on such procedures as spaying and neutering.
- Resolving complaints and requesting management assistance when necessary.

## *What responsibilities do pet guardians have?*

It is the pet guardian’s responsibility to see that the pet has a positive effect of the quality of life in the housing community. A good neighbor and considerate pet guardian will:

- Be responsible for proper pet care, including good nutrition, grooming, exercise, flea control, routine veterinary care and yearly inoculations.
- Clean up after the pet inside the apartment and anywhere on development property.
- See that dogs or cats wear identification tags and collars when outside the unit.
- Pay a refundable pet deposit. The amount should be payable over time and need not be paid in full before bringing the pet into the development.
- Provide management with information about the pet, such as a description, proof of good health and names of alternate caretakers.

## *What responsibilities does the housing management have?*

Management support for responsible pet guardianship will do more to ensure compliance with guidelines than anything else. Housing managers are responsible for:

- Clearly posting information on pet guardianship options.
- Advising pet guardians about the pet guardianship guidelines.
- Providing instructions on the disposal of pet waste.
- Establishing a pet committee for in-house pet guardianship management.
- Referring all written complaints to the pet committee, informing the resident of any rule infractions, and notifying the pet committee of attempts at resolution.

## Appendix A: pet resumé

### *A “pet resumé” highlights your animal’s qualities*

A pet resumé provides an opportunity to present potential landlords with a summary of your animal’s best qualities and examples of your responsibility as a pet guardian. Try to address the areas below in your pet’s resumé:

- Mention anything about your pet’s age, activity level, and/or breed traits that help make your dog or cat a “good resident.” Emphasize characteristics that make your pet suited for city living. Tell the landlord something special about your pet’s personality, and how much you care about your pet.
- Give examples of your pet’s good behavior, and your responsibility. Has your dog been to obedience school or had special training? If your dog has lived in apartments before and is accustomed to it, be sure to say so. If you have more than one cat, let the landlord know how well your pets get along and keep each other company while you are away. If your cat uses a scratching post, say so and make sure to note that your cat is litterbox trained.
- Explain how you keep your pet clean and free of fleas.
- Let the landlord know your dog or cat is spayed or neutered and explain that this makes for a well-behaved, healthier pet. Also note that your animal is up-to-date on his/her vaccinations, and mention who your pet’s veterinarian is.
- Describe your arrangements for your pet when you go to work or on vacation.
- Explain that you always clean up after your dog, and/or dispose of cat litter properly, and make sure you do.
- If you are a member of your local SPCA or other animal protection organization, be sure to mention it in your pet resumé.

In addition to your pet’s resumé, you may also want to attach reference letters from current and previous landlords and/or neighbors, certificates of completion of obedience/training classes, references from your pet’s trainer or groomer and a recent photograph of your pet.



**Bingo**

(John & Jane Doe, guardians)  
 123 Magnolia Lane  
 San Francisco, CA 94000  
 (415) 555-5555

**Description**

Bingo is a friendly, well-behaved dog who is accustomed to apartment life. He is a five-year-old medium-sized black Lab mix who is mature, calm and easy going. We have had Bingo for four years, and he is a cherished member of our family. If you have any questions about our dog, please ask.

**Training**

*The San Francisco SPCA Dog Training School*, [date]. Bingo is fully house-broken, and obeys voice commands. He does not bark excessively, although he will give a short warning bark to alert us to strangers.

**Activities**

We walk Bingo twice a day, and go to one of the City's many off-leash areas for more vigorous exercise at least three times a week. Bingo's behavior on and off-leash is exemplary. He loves the beach, and friends often "borrow" him to go along with them. These activities satisfy Bingo's exercise requirements, and he is calm and contented relaxing indoors while we are away at work.

**Health/Grooming**

Bingo is neutered, which benefits both his behavior and his health. He is kept up-to-date on all vaccinations, and receives regular health exams at the San Francisco SPCA Animal Hospital. We bathe and flea comb Bingo often, and he is professionally groomed once a month.

**About Us**

As dog guardians, we always try to act responsibly. We have taken a class on dog behavior, we always clean up after our dog, and we arrange for reliable pet care if we are going out of town. We are so sure Bingo will be a "good resident," we are willing to put up an additional security deposit. We are members of the San Francisco SPCA, and are committed to responsible, caring pet guardianship.

**References**

Our current landlord can be reached at 415-555-0000. Please also see attached letters of recommendation and other documentation.

We would be happy to have a potential landlord meet Bingo, visit him in his current home, and/or check in to see how he is adjusting to his new surroundings after we move in.

**Lucky**

(John & Jane Doe, guardians)  
 123 Magnolia Lane  
 San Francisco, CA 94000  
 (415) 555-5555

**Description**

Lucky is a friendly, well-behaved cat who is used to being indoors and is accustomed to apartment life. He is a five-year old male tabby cat who enjoys sleeping in the sun and playing with his toys. He has a large scratching post which is the only thing he uses to sharpen his claws, and he is fully litterbox trained. We have had Lucky for four years, and he is a cherished member of our family. If you have any questions about our cat, please ask.

**Health/Grooming**

Lucky is neutered, which benefits both his behavior and health. Since he does not go outdoors, fleas are generally not a problem. We brush Lucky often, and have him professionally groomed at least once a year. He is also kept up-to-date on all vaccinations, and receives regular health exams at the San Francisco SPCA Animal Hospital.

**About Us**

As cat guardians, we always try to act responsibly. We clean Lucky's litter box every day, and always dispose of litter in a sealed bag. We arrange for reliable pet care if we are going out of town. We are so sure Lucky will be a "good resident," we are willing to put up an extra security deposit. We are members of the San Francisco SPCA and are committed to responsible, caring pet guardianship.

**References**

Our current landlord can be reached at 415-555-0000. Please also see attached letters of recommendation and other documentation.

We would be happy to have a potential landlord meet Lucky, visit him in his current home, and/or check in to see how he is adjusting to his new surroundings after we move in.

These guidelines and sample pet resúmes are courtesy of the San Francisco SPCA, 2500-16th Street, San Francisco, CA 94103-4213, 415-554-3000 phone, 415-552-7041 fax, publicinfo@sfspca.org, www.sfspca.org

## Appendix B: model guidelines

### *A workable pet policy: responsible pet guardianship under reasonable guidelines*

For nearly two decades, the Massachusetts Society for the Prevention of Cruelty to Animals (MSPCA) has worked closely with the Massachusetts Department of Housing and Community Development (DHCD) and the Massachusetts chapter of the National Association of Housing and Redevelopment Officials (NAHRO) to develop and continually update a workable pet policy that has been successfully field-tested and protects pet guardians, residents without pets, managers, and the animals themselves. These guidelines are applicable to both public and private housing and can become an attachment to any lease or rental agreement. The guidelines are being used successfully throughout Massachusetts and around the country.

Groundless fears about unruly pets and irresponsible owners can be difficult to overcome. Such was the sentiment among many residents, housing managers and public officials in 1983 when the MSPCA initiated a bill in the Massachusetts legislature that would allow pets in state-aided housing for seniors.

But many people's attitudes changed in 1986-87 during a year-long Pet Pilot Project. Commissioned by the Joint Committee on Housing and Urban Development and conducted by the MSPCA and the DHCD, the project involved 24 pet guardians among 280 residents living in seven local housing developments of various configurations.

Throughout the program, the MSPCA and DHCD ombudsmen met with the residents and housing managers to explain the project guidelines, helped set up pet committees (comprised of pet guardians, residents without pets, representatives from the animal welfare community and veterinarians), acted as liaisons to public officials and served as program troubleshooters. The MSPCA believes that ensuring the welfare of the individual animal also guarantees the welfare of people.

The Pet Pilot Project was a resounding success. Two years later, in 1989, the Massachusetts "Pets in Elderly Housing" bill became law. Following the bill's passage, the MSPCA and DHCD together presented four regional workshops for housing personnel to ensure a smooth transition from the former no pets policy to one allowing pets. This same pet policy is now optional for state family housing as well.

We recognize the effort and commitment required to create and sustain a workable pet policy, but "no pets" policies simply don't work. We hope that our experience as reflected in these guidelines will benefit you in securing pet friendly housing or in creating a workable pet policy for people and pets in a rental housing community.



# Model Guidelines for a Pet Policy in Multi-Unit Housing

1. Any resident who wishes to keep a pet will inform management in advance and in writing. Management approval is required prior to keeping a pet on the premises. Management reserves the right to check references for previous pet guardianship to confirm that the resident has demonstrated that he or she has been a responsible pet guardian. If management feels a pet is inappropriate, management will inform the resident. Permission for a specific pet will not be unreasonably withheld. In the case of dogs, a pet guardian may be required to provide certification that the pet has successfully completed the American Kennel Clubs (AKC) Canine Good Citizen (CGC) test. Upon management approval to keep a pet, a Pet Rider must be signed immediately by the resident. All pet guardians must be able to control their pets via leash, pet carrier or cage. All pets (as appropriate, i.e. dogs and cats) must wear, in addition to I.D. and license tags as required, an identification tag which will be provided by management to indicate that the pet is approved to reside with the resident.
2. A common household pet is defined as a dog, cat, bird, guinea pig, gerbil, hamster, rabbit or fish. Reptiles (other than turtles) and birds of prey are not household pets. Pets, other than cats and dogs, shall have suitable housing, e.g. cages or aquariums.
3. There will be no more than two pets; cats, dogs, birds, or caged mammals per apartment. In the case of fish, no more than one aquarium with a 20 gallon capacity shall be allowed.
4. The mature size of an adult dog is normally limited to a weight not to exceed 40 pounds. However, the size of a dog is not directly related to its desirability as a resident. Each animal shall be taken into consideration for its individual merit, based upon the facilities available.

*Pet guardians, residents without pets, and management alike will benefit from knowing that a pet's appropriateness has been determined in advance and that in the case of dogs and cats, these pets will be identifiable as living with a resident who has agreed to abide by the pet guidelines.*

*Reptiles, such as snakes, lizards and iguanas have been implicated in the transmission of salmonella bacteria that can cause illness and even be life threatening in very young children, the immunosuppressed, and the elderly. For this reason reptiles are not considered appropriate pets in rental situations. Housing requirements for birds of prey are usually incompatible with rental situations and these birds, by nature, may pose a risk to other resident pets.*

*This limitation takes into consideration the size and proximity of rental property and the impact on all residents and their pets.*

*Weight restrictions are offered as a compromise to management's concerns of controlling a large population of large breed dogs given interior and exterior space limitations. By following up such a restriction with the opportunity for pets to be considered based on individual merit, managers are permitted to use their skills to determine if a larger pet is appropriate for the rental and therefore can be approved to be kept by a responsible resident.*

5. Due to age and behavioral activities of puppies and kittens, applications for guardianship of such young animals shall be more closely reviewed prior to approval.
  
6. Animals of a dangerous or aggressive disposition will not be permitted.
  
  
  
  
  
  
  
  
  
  
7. All dogs and cats must be spayed or neutered no later than six months of age. However, spaying or neutering can be performed as early as 8 weeks of age and should be done as soon as possible. If health problems prevent such spaying or neutering, a veterinarian's certificate will be necessary to allow the pet to become a resident of the development and exceptions will be at \_\_\_\_\_(management)\_\_\_\_\_'s discretion.
  
  
8. Management reserves the right to require dog guardians to relocate to a comparable unit on the ground floor of their building based upon written complaints concerning: 1) the behavior of the dog in the elevator or hallways; or 2) the documented medical conditions of residents affected by the presence of the dog.
  
  
  
  
  
  
  
  
  
  
9. Residents are expressly prohibited from feeding or harboring stray animals.

*Puppies and kittens may be determined to be inappropriate pets for rental situations due to potential damage and disturbances they may cause as the result of their immaturity.*

*Dangerous or aggressive pets put public health and safety at risk and can pose a serious threat to other pets; therefore dangerous or aggressive animals can not be permitted. Again, in the case of dogs, a guardian may be required by management to provide certification that the pet has successfully completed an AKC CGC test to determine not only if the dog is compatible to the rental environment but also to show that the dog does not demonstrate risky behavioral or temperament traits. **See sidebar on page iii for more information on dangerous animals.***

*Spaying and neutering greatly benefits a pet's health, well-being and ability to be a good resident. **See page 34 for more information about the importance of spaying and neutering.***

*Living well, especially when renting, is all about the peaceful co-existence between pet guardians and residents without pets and the responsibilities of management to both parties. So, if allergies or other problems arise as the result of a pet's presence, it may be necessary for the resident to agree to make some changes to resolve the situation.*

*Outdoor feeding of stray animals, including dogs, cats, and wildlife, can pose significant health and safety risks for both residents and their pets. Feeding and harboring strays must be prohibited. To help stray cats or dogs, or to safely address wildlife issues, notify your landlord or management office and contact local authorities, including local animal control, local humane societies, or the agency in your state that handles wildlife. **See pp. 36-37 for information on helping feral cats.***



## Resident Obligations

1. The pet guardian will be responsible for proper care—good nutrition, grooming, exercise, flea control, routine veterinary care and yearly inoculations. Dogs and cats must wear identification tags and licenses (in accordance with state, town, or housing managers requirements) and collar when outside unit.
2. The pet guardian is responsible for cleaning up after the pet inside the apartment and anywhere on development property. A “pooper scooper” and/or disposable plastic bags should be carried by guardian. All wastes will be bagged and disposed of in a proper receptacle, such as a trash can, dumpster, or designated pet waste container. Toilets are not designed to handle pet litter. Under no circumstances should any pet debris be deposited in a toilet as blockages will occur. Residents will be responsible for the cost of repairs or replacements of any damaged toilets or pipes.
3. Pet blankets and bedding are not to be cleaned or washed in the laundry room for hygienic reasons.
4. The pet guardian will keep the unit and its patio or deck, if any, clean and free of pet odors, insect infestation, waste and litter and maintain the unit in a sanitary condition at all times.
5. The pet guardian will restrain the pet and prevent the pet from gnawing, chewing, scratching or otherwise defacing doors, walls, windows and floor covering of the unit, other units and common areas, as well as shrubs and landscaping of the facility.
6. Pets are not to be tied outside or left unattended on a patio, deck or porch at any time.
7. Residents will not alter their unit, patio, deck, or other outside area to create an enclosure for an animal.
8. Pets shall be restrained at all times, when outside apartment on development property. No pet shall be loose in hallways, elevators, community rooms, dining rooms or other common areas.
9. Visitors with pets will be allowed as long as they notify management and generally conform to the policy’s guidelines.
10. Pets will not be allowed to disturb the health, safety, rights, comfort or quiet enjoyment of other residents. A pet will not create a nuisance to neighbors with excessive barking, whining, chirping, or other unruly behavior.
11. Pet guardians will agree to quarterly inspections to be sure pets and units are being cared for properly. These inspections may be reduced or increased in time periods at the manager’s discretion.
12. The resident is responsible for providing management with the following information and documents, which will be kept on file in the resident’s folder:
  - a) a color photo and identifying description of the pet
  - b) attending veterinarian’s name, address and telephone number
  - c) verification of spaying or neutering
  - d) verification of rabies vaccination and boosters in accordance with local and state laws
  - e) verification that the pet has been examined by a veterinarian annually
  - f) verification that the pets’ inoculations have been provided and updated as deemed appropriate by the veterinarian for the species

## Why are breed bans a bad idea?

Recently the MSPCA has received a large number of calls from public officials as well as private individuals who are developing pet policies and are contemplating banning specific breeds of dogs because they are considered to have a history of aggressive behavior. Among the dogs targeted are: Pit Bulls, Dobermans, Rottweilers, German shepherds, Labrador retrievers, and others.

The MSPCA believes that breed-specific bans are not an effective way to control dangerous or aggressive dogs. A breed ban does not impact dogs of other breeds that may be dangerous. Furthermore, such an approach unfairly brands all dogs of a particular breed, regardless of their behavioral history, as dangerous. Many landlords will admit that they have responsible residents who live with one or more of the breeds listed above and that both guardian and dog are good neighbors.

Some breed specific bans have been challenged and overturned based on two constitutional issues: possible violation of the “due process” clause of the 14th Amendment, and vagueness of definition. The term “pit bull terrier” has proven to be particularly difficult to define because it is used to describe many types of dogs, some of which vary widely in appearance and size.

A comprehensive pet policy banning all dangerous or aggressive animals is much tougher than breed ban policies, and it is fair and effective.

of pet. (For example, combination vaccines for Distemper-Hepatitis (CAV-2) -Leptospirosis -Parainfluenza and Parvovirus (DHLPP) for dogs, or Panleukopenia-Rhinotracheitis-Calicivirus and Feline Pneumonitis (FVRCP) for cats, and feline Leukemia testing)

- g) dog or cat licensing certificates in accordance with local and state law
- h) two (2) alternate caretakers, their names, address and telephone numbers, who will assume immediate responsibility for the care of the pet should the guardian become incapacitated; these caretakers must be verified in writing by signing the lease pet rider, acknowledging their responsibilities as specified
- i) emergency boarding accommodations
- j) temporary guardianship (overnight or short term) shall be registered in advance with management under the pet rules and regulations (example: a resident is caring for a family member or friend's pet at your home for a short period of time.)

*The resident is responsible for keeping management informed of any change of information.*

## ***Management Responsibilities***

1. In multi-unit rental housing management will establish a pet committee consisting of pet guardians, residents without pets, local interested humane groups and veterinarians, etc. for in-house pet management.
2. Specific instructions for disposal of pet waste and kitty litter must be posted in each building.
3. Facility's rules and regulations for pet guardians must be posted and enforced in a fair and just manner.
4. Proper record keeping of: guardian's and pets' pertinent information, security deposit, apartment inspections, investigation of complaints, and issuing of warnings, billing for damages, scheduling for repairs, etc.
5. Declawing of cats can not be required by management. As the pet guardian is fully liable for all destruction of property, management should not anticipate the possibility of damage and require this very painful procedure.
6. All written complaints shall be referred to the pet committee for resolution. No credence shall be given by the pet committee to verbal or unsigned complaints. Management will also inform the resident of any other rule infractions and will duly notify the pet committee for attempted resolution.
7. Upon second notice of a written legitimate complaint from the pet committee to the resident, the resident shall be advised that a further notice shall be cause for termination of the pet rider provisions; except that in the case of a serious problem, e.g. a vicious dog, this procedure may be shortened in the interest of public safety.

## ***Suggested Security Deposit and Fees***

Check your state's statutes regarding all issues concerning security deposits or pet fees, which are dictated by state laws. Most states have a website where you can review the statutes, or visit your local public library or contact a legal services organization in your state. Requiring an additional pet deposit beyond the security deposit may be possible in some states. Fees for condominiums and co-op's may also be governed by state law.

1. The management/landlord may require a security deposit not to exceed one month's rent. This amount may be payable over a reasonable time period determined by \_\_\_\_\_ (management),

who cannot require a resident to pay all of the deposit before bringing in a pet. The management is responsible for securing this deposit in an interest-bearing account. Interest on this account will be paid to the resident annually.

2. The deposit will be refunded at the time the resident vacates or no longer has guardianship of the pet, provided that no damage has been done to the property. Sums necessary to repair such damage will be deducted from the deposit.
3. A fee, in graduating amounts, not to exceed \$10.00, shall be collected from pet guardians failing to clean up after their animals.

### *Liability of Pet Guardians for Damage or Injury*

1. The pet guardian is responsible for: exterior, interior, doors, walls, floor coverings and fixtures in the unit, common areas or other areas damaged by the resident's pet.
2. Cleaning, deodorizing and sanitizing carpeting and other floor coverings in the unit as necessitated by the presence of the pet.
3. Charges for damage will include materials and labor. Payment plans will be negotiated between management and the pet guardian.
4. It is strongly recommended/or it is required that the pet guardian secure personal liability or other insurance and indemnify the property management against pet-related litigation and attorney's fees. The property management may require pet guardians to secure liability insurance, if he/she so elects, as a condition of pet guardianship.

### *Pet Committee*

1. Each housing facility shall establish a pet committee that is responsible for resolving complaints that may arise at each development. The committee should consist of pet guardians, residents without pets, and representatives from local humane groups, veterinarians, and community volunteers. A community volunteer shall not be affiliated with the pet guardian or the housing development or management other than as a member of the pet committee. Nor shall a community volunteer be a member of the immediate family of a person who is affiliated with the pet guardian or the housing development management. The number of individuals should be uneven, three or five, to allow for a majority rule in the event of a vote decision.
2. A resident who wishes to care for a pet and/or management is responsible for establishing a pet committee if one is not already in place.
3. A purpose of the committee is to alleviate management's involvement with residents' questions and complaints concerning resident animals. The committee should also monitor how caring for pets affects the quality of life for both pet guardians and residents without pets and report any recommendations to management.
4. The committee could assist residents with the following:
  - offering veterinary care—discounts for seniors and pets, low-cost spaying and neutering
  - offering pet behavior consultants for obedience problems
  - providing referrals to local humane societies that would assist with any problems arising in the facility
  - providing information on proper pet care and responsible guardianship
  - notifying management of any unresolved complaints.

### *A recommendation to managers: "grandfathering"*

If you have a "no pets" policy that you have not enforced for any period of time, you might not be permitted to require residents to give up their pets. We recommend that you consider "grandfathering" existing pets and immediately adopt a workable pet policy.

In doing so, you will put in place sound management tools which will allow you to successfully ensure the safety and security of residents, property and pets.

The pet guardian and pet(s) must then comply with all aspects of the pet policy. Pet guardians in compliance with the pet policy help to ensure satisfaction and safety of all parties impacted: pet guardians, management and residents without pets alike).

By offering a "grandfather clause," management enables pet guardians to inform them about pets that currently reside with them and to obtain legal permission from management to keep the pet(s) as long as they are in compliance with the pet policy.

A sample grandfather is included in these model guidelines on page vii.

## ***Resolution of Complaints***

The pet committee will be responsible for resolving any complaints which may arise at each development. The committee will be the first line of complaint receipt as well as complaint resolution. Written complaints will be made to the pet committee which will then approach the pet guardian about such complaints and attempt to reach a resolution with the pet guardian. The pet committee shall work in locating and using resources to help residents and management in the solution of pet problems. Management will be made aware of all complaints received by the pet committee upon receipt, as well as the subsequent resolution achieved by the committee. If the pet committee is unable to resolve any complaint, the complaint will immediately be referred to management. At that time the complaint will become the sole responsibility of management.

## ***Protection of Pet***

1. Identification cards, carried in purse or wallet, naming veterinarian and caretaker should be with the pet guardian at all times. In the event of a sudden illness or accident, attending authorities would notify management to assist the pet and avoid delay in proper care of the animal.
2. No pet is to remain unattended, without proper care, for more than 24 hours, except in the case of a dog which shall be no more than 12 hours.
3. If the health or safety of a pet is threatened by incapacity or death of the guardian, the pet committee and/or management will contact the caretakers designated by the resident.

## ***Removal of Pet***

1. If caretakers are unable or unwilling to assume responsibility for the pet and the resident is unable to locate an alternate caretaker, the management may enter premise, remove the pet, and arrange for pet care for no less than ten days to protect the pet. Funds for such care will come from the resident's security deposit. The management may also contact the local humane society or animal control facility for assistance in providing alternate arrangements for the care of the pet if the caretaker cannot be located.
2. Termination of Lease proceedings may be instituted if the pet guardian is in violation of these guidelines, which the pet guardian has agreed to abide by in signing the pet rider attached to the lease. Termination of Lease proceedings may also be instituted if the pet guardian has received three warnings from the pet committee.

## ***Amendments to Guidelines***

These guidelines may be amended from time to time by the pet committee in consultation with the management.

*A pet committee is intended for the sole purpose of fair resolution to pet-related concerns. By offering peer support and peer pressure via a pet committee, such matters can often be resolved swiftly and to everyone's satisfaction, benefiting both people and animals. The pet committee's existence in no way relieves management of its responsibilities.*

# Pet Rider

This pet rider to the lease between \_\_\_\_\_ (resident) and \_\_\_\_\_ (management) is made a part of the lease entered between parties on \_\_\_\_\_ (date).

1. Both parties have read, agreed to, and signed the attached pet guidelines in effect for the complex.
2. The resident will keep his/her pet in a responsible manner and provide proper care for it as provided in said guidelines.
3. In accordance with the pet guidelines, the resident will provide the name, address, and telephone number, in the space provided below, of two pet caretakers who by signing this form will assume responsibility for the pet should the resident become unable to care for the pet, including any damages or medical expenses. The resident will also provide the name, address, and telephone number of the veterinarian responsible for the pet's health care.

Pet Caretaker #1
NAME: _____
ADDRESS: _____
TELEPHONE: _____ (day and evening)
SIGNATURE: _____

Pet Caretaker #2
NAME: _____
ADDRESS: _____
TELEPHONE: _____ (day and evening)
SIGNATURE: _____

Veterinarian
NAME: _____
ADDRESS: _____
TELEPHONE: _____

4. If resident is unable to provide the name of a pet caretaker he/she will provide details of other arrangements which have been made for the proper care of the pet.
5. The pet guardian agrees to abide by each rule enumerated in the pet guidelines as outlined above, attached hereto, and incorporated by reference.
6. Noncompliance shall be sufficient cause for termination of the residential lease to which this rider is attached.
7. It is the pet guardian's responsibility to update the information listed in item 3.

\_\_\_\_\_  
(resident signature)

\_\_\_\_\_  
(management signature)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(date)

## Sample "grandfather" clause

This grandfather clause is added as an addendum to the attached pet policy for

\_\_\_\_\_ (resident) and  
\_\_\_\_\_ (management) on

Pets of residents that do not conform to the attached pet policy (for example, multiple animals in excess of the policy or types of animals not allowed by policy), that reside with the resident prior to the adoption of the attached pet policy, are allowed, provided that the resident conforms with all other aspects of the pet policy for each pet listed (without exception) and the resident agrees to all terms.

If the resident gives away or otherwise relinquishes any pet listed herein, or if/when the pet(s) die, any future pets of the resident must conform to the attached pet policy adopted by management. If this clause has been executed to permit a number of pets greater than the number allowed in the pet policy, the resident will not be permitted to replace a relinquished or deceased pet in excess of the limit stated in pet policy. Future pet(s) must be approved by management prior to taking up residence and must be maintained in accordance with the pet policy.

\_\_\_\_\_  
(name/description of "nonconforming pet")

\_\_\_\_\_  
(resident signature)

\_\_\_\_\_  
(management signature)

\_\_\_\_\_  
(date)

# Glossary and Table of Authorities



**Assistive animal:** Assistive animals provide support for persons with disabilities; seeing eye or hearing ear dogs, for example. Assistive animals can also provide emotional support for persons with mental or emotional disabilities. *See pp. 14-17.*

**Disability:** Physical or mental impairment that substantially limits one or more major life activities. *See pp. 3, 6-7, 9-13.*

**Elderly:** Person 62 years or older (federal definition). Each state may define elderly differently. *See pp. 2, 8.*

**Estoppel:** A legal concept designed to protect a party who has acted to their own detriment because another party has led the first to believe in the existence of a certain fact situation. For example, a landlord gives tacit approval of pets despite a "no pets" rule, then changes his/her mind and tries to enforce the rule. *See pp. 28-29.*

**Feral cat:** A "feral," meaning "wild," cat is either an unsocialized cat or the offspring of an unsocialized cat. They are free roaming and generally avoid human contact. *See pp. 36-37.*

**Grandfather clause:** Written addition to a lease that allows a pet who does not conform to a newly established pet policy to remain with his or her guardian. *See Appendix B, p. v, vii.*

**Pet committee:** A pet committee consists of pet guardians, residents without pets, veterinarians, and knowledgeable persons from local humane groups that can provide residents and management of a multi-family rental community with resources and solutions pertaining to pet guardianship. *See pp. 38-39, Appendix B, pp. v-vi.*

**Public Housing:** Federal housing assistance attached to specific housing developments, i.e., "projects." *See p. 4.*

**Reasonable accommodation:** An alteration that can be provided without undue financial or administrative burden that makes it possible for a person with a disability to have full access to a dwelling and its facilities. *See p. 4.*

**Spay or neuter:** To remove the uterus and ovaries of a female animal, or the testicles of a male animal to prevent reproduction. This is an operation performed by a veterinarian under anesthesia. *See p. 34.*

**TNR (trap-neuter-return):** A method for controlling a population of feral cats by sterilizing the cats to prevent reproduction and providing regular feeding and veterinary care to maintain a healthy, disease-free colony. *See pp. 36-37.*

## Federal laws

**Americans with Disabilities Act** (1990), 42 U.S.C. §§ 12131-12134.

Provides that state and local governments cannot discriminate against people with disabilities, exclude them from their programs, or deny them the benefits of their services.

**Fair Housing Amendments Act** (1988), 42 U.S.C. §§ 3601-3619. Prohibits discrimination in the sale, rental, financing or brokerage of private housing on the basis of familial status, "handicap," national origin, race, religion, or sex.

**Housing and Urban-Rural Recovery Act** (1983), 12 U.S.C. § 1701r-1. Section 227 of the Housing and Urban-Rural Recovery Act permits anyone living in federally assisted housing for the elderly or handicapped to have pets.

**Rehabilitation Act** (1973), 29 U.S.C. § 794. Section 540 of the Rehabilitation Act requires federal programs, such as federally assisted housing, to be accessible to people with disabilities.

**Public Housing Reform Act** (1998) 42 U.S.C. 1437 z-3. Allows residents of all federally assisted public housing projects to care for pets, subject to the reasonable requirements of the housing manager. Effective January 1, 2001.

## Court cases

### Reasonable accommodation

Majors v. Housing Authority of the County of DeKalb, Georgia, *See p. 4.*

Whittier Terrace Associates v. Hampshire, *See p. 4.*

Crossroads Apartments Associates v. LeBoo, *See p. 4.*

Stamford Apartment, Inc. v. Uva, *See p. 4.*

Woodside Village v. Hertzmark, *See p. 4.*

Bronk v. Ineichen, *See p. 16.*

### Expansion/contraction of "disability"

Sutton v. United Air Lines, *See p. 7.*

Murphy v. United Parcel Service, Inc., *See p. 7.*

Albertson's, Inc. v. Kirkingburg, *See p. 7.*

Franklin v. Consolidated Edison Co. of N.Y., *See p. 7.*

United Airlines v. Gile, *See p. 7.*

Runnebaum v. NationsBank of Maryland, N.A., *See p. 9.*

Bragdon v. Abbott, *See p. 9.*

Ellison v. Software Spectrum, Inc., *See p. 11.*

EEOC v. R.J. Gallagher Co., *See p. 11.*

Cook v. Rhode Island Dept. of MHRH, *See p. 13.*

Hazeldine v. Beverage Media, Ltd., *See p. 13.*

### Condominium bylaws

Townhouse III Condominium Ass'n, Inc. v. Mulligan, *See p. 28.*

Winston Towers 200 Ass'n v. Saverio, *See p. 28.*

Granby Heights Ass'n, Inc. v. Dean, *See p. 28.*

Chateau Village North Condominium Ass'n v. Jordan, *See p. 28.*

### Pet rule waiver; subsequent animals

Park Holding Co. v. Emicke, *See p. 29.*

## U.S.C. ? C.F.R. ?

If you are not a lawyer, you may be unfamiliar with these references.

"U.S.C." refers to the United States Code. After a law is passed, it is incorporated into the United States Code. For example, "42 U.S.C. 3601-3619" means the law is in Title 42 of the U.S. Code, sections 3601 to 3619. This is the reference for the Fair Housing Amendments Act.

"C.F.R." refers to the Code of Federal Regulations. For example "24 C.F.R. § 100.201" means the regulation is in Title 24, section 100.201. This is the reference for the definition of "disability" in the regulations for the Fair Housing Amendments Act.

You can find these documents in a law library or your local federal repository library. You can also access this material on-line at the U.S. Government Printing Office homepage, [www.access.gpo.gov](http://www.access.gpo.gov), or you can order it from the Government Office Printing Office, 202-512-1800 (8 am to 4 pm, Eastern Time, Monday-Friday).

Court cases, such as *Crossroads Apartments Associates v. LeBoo*, can also be located at a law library. Bring the specific case citations and ask the librarian for help locating them.





## DORIS DAY ANIMAL LEAGUE

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Founded by Doris Day in 1987, the Doris Day Animal League is a nonprofit, nationwide citizens lobbying organization formed to focus public attention on the needless suffering of many animals in commercial testing facilities, the millions of cats and dogs killed in our shelter system each year simply because there are not enough good homes, and other important issues affecting animals. The Doris Day Animal League knows that by enforcing existing laws and passing tough new ones, we can end the suffering of millions of animals. The League provides people with the names of their elected officials and summaries of important animal protection issues—and encourages members and others to file petitions expressing their concerns with their elected officials.

The Doris Day Animal League works at both the federal and state government levels to pass new laws to reduce the suffering of helpless animals in laboratories, on farms, in the wild and anywhere animals are mistreated. We also travel to state and local legislatures to draft legislation, organize support and lobby for laws to stop needless animal suffering.



MASSACHUSETTS SOCIETY FOR THE  
PREVENTION OF CRUELTY TO ANIMALS

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One of the first humane organizations in America—founded shortly after the Civil War ended—the MSPCA has seen vast changes in society, the environment, and the roles of animals in our lives. Together with its affiliate, the American Humane Education Society (AHES), the MSPCA has helped make the laws and set the standards that have fundamentally shaped our sense of kindness and compassion for animals—and for one another. Today the MSPCA continues to rescue, shelter, protect, heal, and advocate for more animals than any other American humane organization—giving hands-on care to 250,000 animals each year. Through legislative work, humane-education efforts, and community-based assistance initiatives—such as Phinney’s Friends, the Spay/Neuter Assistance Program, and Living with Wildlife Program—the MSPCA helps create lasting change for animals and people.

