

## **Emotional Support Animal Guidelines and Responsibilities**

Office of Residential Life

Indiana State University

Revised February 2016

Indiana State University, Office of Residential Life is committed to reasonably accommodate persons who require the assistance of an emotional support animal. However, Residential Life is also mindful of the health and safety concerns of the campus community. With respect to a request for an assistance animal, the Office of Residential Life will determine, on a case by case basis, and in accordance with applicable laws and regulations, whether such animal is a reasonable accommodation on campus. Thus, Residential Life must balance the need of the individual with the disability with the potential impact of animals on other campus patrons. Successful implementation of the policy requires the cooperation of all students, faculty, and staff.

For students seeking reasonable accommodation, an accommodation review process will be undertaken and may involve additional conversations between the Office of Residential Life and the requesting student. The student must notify the Office of Residential Life in writing at least thirty (30) business days prior to the desired move-in date or during the semester, at least thirty (30) business days prior to the desired arrival of an approved animal. If all other criteria are met, a meeting will be arranged between the student and Residential Life to discuss how to best accommodate the student, the companion animal, and the campus community.

### **DEFINITION OF EMOTIONAL SUPPORT ANIMAL**

For the purpose of this document, comfort and therapeutic companion animals will be referred to as emotional support animals. This policy does not address service animals as defined by ADA.

Emotional support animals alleviate one or more identified effects of a person's disability.

### **DOCUMENTATION (HUD/FAIR HOUSING REGULATION)**

HUD/Fair Housing regulation provides that emotional support animals be considered a reasonable accommodation in campus housing. Since HUD/Fair Housing regulations only apply to housing facilities, the animal may not be allowed in other areas of campus. In order for an emotional support animal to be considered a reasonable accommodation, HUD/Fair Housing requesting documentation of the following:

1. The existence of a disability.
2. A relationship between the disability and the relief the animal provides.
3. The animal is necessary in order for the resident to use and enjoy an on-campus residence.

This document is intended to outline the rights and responsibilities of residents who live in Indiana State University owned or operated housing.

### **EMOTIONAL SUPPORT ANIMAL AS ACCOMMODATION: RESIDENT RESPONSIBILITIES**

#### **Responsibility of Persons with Emotional Support Animals**

Residents must comply with all state laws and local animal ordinances, as well as all Residential Life policies and guidelines including, but not limited to the following:

### **State and Local Ordinances:**

1. Vigo County Code, Health Section, 3-45.2  
All dogs must have a collar and a dog tag. All dogs must be restrained by one of the following by being kept inside a building or dwelling; in a pen; tied; fastened; hitched; leashed; or enclosed in a fence.
2. Vigo County Code, Health Section, 3-49-2  
Owners must care for the animals and provide for public welfare and safety. Any dog or cat over six (6) months of age is required to obtain a pet registration for such animal. The registration must be on the animal at all times via a tag on their collar. The animal must not be a public nuisance as described in this code.

### **Care and Supervision:**

1. Care and supervision of the animal is the sole responsibility of the individual who benefits from the animal's use. The person is required to maintain control of the animal at all times. Approval is for the resident's room only. Care and Supervision cannot be delegated to a resident in another room at any time.
2. The animal should not be left alone for extended periods of time in a resident's room or apartment. In the event that an emotional support animal is left alone in a room or apartment for an extended period of time and is not being properly cared for, Residential Life will contact the resident or their emergency contact to remove the animal. If this is not successful, Residential Life may notify the local Animal Control Center and shall have the right to have the animal removed. Any cost for removing the animal if the resident is not present, and arrangements have not been made by the resident, shall be the responsibility of the resident.
3. Emotional support animals are only permitted in the requesting tenant's individual room/apartment and may not be taken to other apartments or locations in campus residential or dining facilities without written permission from Indiana State University Office of Residential Life.
4. The animal is required to be housebroken (i.e., toilet outdoors or use of a litter box). The resident is responsible for cleaning up all animal waste (both indoors and outdoors) in a timely, effective fashion. Additionally, the resident shall be fully and solely responsible for disposal of animal waste. It is the responsibility of the resident to follow proper waste disposal guidelines as outlined below:
  - a. Litter should be double bagged prior to being taken to the dumpster.
  - b. Solid waste should be removed to an outside dumpster and in such a manner that it is inoffensive to reasonable public sensibilities.
5. The animal must be well-behaved at all times. This includes the following:
  - a. No Barking, whining, squawking, scratching, chewing, or aggression.
  - b. The animal must be under the control of the resident, such as on a leash or in a carrier, when being transported to and from the hall. The resident is responsible at all times for the actions of his or her animal.

- c. The animal shall not disturb, annoy, or cause any nuisance to other members of the community. Residents are responsible for any odors, noise, damage, or other conduct of his or her animal that disturbs others or damages the premises.
- d. Caged animals are to be kept in appropriate cages with flooring and liner to prevent any damage to the floors and to allow sanitary removal of pet waste.

### **Health and Vaccination**

1. The animal must be in good health.
2. Animals housing in University owned or operated housing must have an annual clean bill of health from a licensed veterinarian. This includes the following:
  - a. proof of absence of communicable diseases
  - b. absence of fleas r parasites (annually or as needed thereafter).
3. The animal must have all vaccinations required by state and local ordinances and Residential Life policy.
4. Documentation of vaccinations must be provided to the Office of Residential Life on an annual basis or PRIOR to bringing an animal onto University property.
5. The University has the right to direct that the animal receive veterinary attention.

### **Licensing**

1. Permanent means of identification of the animal such that the owner can be ascertained quickly. Permanent identification for these purposed includes a permanent tag attached to a durable collar that is worn at all times by the animal and bearing the owner's current name, address, and telephone number.

### **Impact on Community Living Environment**

1. Animal cannot interfere with reasonable enjoyment of people sharing the space (e.g. allergies, phobias, religious preferences, and need for quiet).
2. Emotional support animals are not permitted in any public common spaces within the residence halls/apartments, including community/shared bathrooms, lounges, dining rooms, indoor recreational rooms, and study rooms.

### **Emergency Care**

1. The resident will provide Residential Life with contact information for an alternate (off-campus) caregiver if the resident is unable, or unwilling, to provide adequate care.
2. Neither Residential Life or Indiana State University will assume responsibility/liability for the care of a resident's emotional support animal.

### **Other Conditions:**

- Tenants are limited to one (1) Emotional Support Animal and must provide a name and picture of the animal for records and easy identification of the animal.
- The Office of Residential Life may place other reasonable conditions or restrictions on the animals depending on the nature and characteristics of the animal.

### **VIOLATIONS OF RESIDENT RESPONSIBILITIES:**

#### **University Actions**

If a resident with an approved emotional support animal violates the resident responsibilities as defined in this document the following actions may be taken:

1. **Verbal warning**
2. **Written Warning**

- 3. Removal of Emotional Support Animal/Revocation of Approval of Animal**
- 4. Referral to Student Conduct and Integrity**
- 5. Loss of Residence Hall Contract**
- 6. Damage Charges Applied to Resident Account**

University actions in case of violation of resident responsibilities will be based on the nature and severity of the offense and the frequency of the offense.

### **Removal of Service or Therapy/Emotional Support Animal**

Consistent with federal and state law, an emotional support animal may be prohibited from a Residential Life facility or program if the animal's behavior or presence poses a direct threat to the health or safety of others. It may be excluded from areas where its presence fundamentally alters the nature of a program or activity, if the animal is disruptive, if its presence would result in the substantial physical damage to the property of others, or if it substantially interferes with the reasonable enjoyment of the housing or public accommodation by others.

The owner of an emotional support animal may be asked to remove the animal from University facilities if the owner or animal fails to comply with this policy. The following describes behaviors which may result in the removal of the animal:

1. **Disruptive Behavior:** An animal may be removed if its behavior is unruly or disruptive (e.g., barking, growling, running around, displaying aggressive behavior, etc...). If such behavior persists, the owner may be prohibited from bringing the animal on campus until the owner takes significant and effective remedial steps to correct the animal's behavioral problems.
2. **Poor Health:** Animals that are ill or in poor health must not be taken into public areas. An owner with an ill animal may be required to remove the animal from University property.
3. **Uncleanliness:** Owners who fail to properly clean up and dispose of the animal's waste may be required to remove the animal from University property. Owners of animals that are otherwise unclean or unkempt may be required to remove the animal from University property. An animal that becomes wet from walking in the rain or mud, but is otherwise clean, is considered a clean animal. The Office of Residential Life reserves the right to inspect apartments/rooms if cleanliness issues are suspected.

### **DAMAGES**

Owners of emotional support animals are solely responsible for any damage to persons or property caused by their animals.

### **CONFLICTING DISABILITIES**

The Office of Residential Life will make a reasonable effort to notify tenants in the residence building where the animal will be located of the existence of a service or therapy/emotional support animal in the building.

Students with medical condition(s) that are affected by animals (respiratory diseases, asthma, severe allergies) should contact the Office of Residential Life if they have a health or safety related concern about exposure to a service or therapy/ emotional support animal. The individual will be asked to provide medical documentation that identifies the condition(s), and will allow determination to be made as to whether the condition is disabling and whether there is a need for an accommodation.

The Office of Residential Life will resolve any conflict in a timely manner, considering the conflicting needs and/or accommodations of all persons involved. Residential Life may consult the Student Health Center as a resource for information on health issues. In the event that an agreement cannot be reached, Residential Life's decision is final and not subject to appeal.

### **CONFIRMATION OF RECEIPT OF EXPECTATIONS**

I, \_\_\_\_\_, confirm that I received the expectations related to my approved emotional support animal on \_\_\_\_\_. \_\_\_\_\_, employed by Indiana State University and the Office of Residential Life in the capacity of \_\_\_\_\_ has signed below to witness my receipt of these expectations. I understand that upon receipt, I am responsible to abide by all expectations and regulations as outlined in this document. Failure to abide by these expectations and regulations may result in action being taken by Indiana State University and/or the Office of Residential Life including revoking my ability to have my emotional support animal on campus.

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date