

## COMPANION ANIMALS

**Q: Can I have a pet if my rental agreement says “no pets”?**

**A:** Unless both you and your pet meet the requirements for keeping a service animal (such as a seeing-eye dog) or a companion animal (sometimes called an “emotional support” or “assistive” animal), you need the written permission of the owner to keep a pet. Do not rely on oral approval or your own belief that “the manager knows I have a pet.”

**Q: What must I do to keep a companion animal if the lease says “no pets”?**

**A:** You must be disabled. If you can show that your disability would be eased or by having a companion animal, you can ask for a “reasonable accommodation.” The landlord need not automatically grant the request.

**Q: What does “disabled” mean?**

**A:** In order to qualify for a reasonable accommodation under the Fair Housing Act, § 504 of the Rehabilitation Act, or the Americans with Disabilities Act, the tenant must generally: (1) have a physical or mental impairment that substantially limits one or more major life activities (such as walking, seeing, working, learning, washing, dressing, etc.), (2) have a history such impairment(s), or (3) be regarded as having such impairment(s). It is not enough that a tenant will suffer severe emotional distress if forced to give up a long-term pet.

**Q: I am disabled. How can I ask for an accommodation?**

**A:** Get a written statement from your health care provider (physician, therapist) attesting to your disability and your need for a companion animal that will help ease your disability. Provide a copy of this statement to your landlord along with your own request to keep an animal.

**Q: Can the landlord increase my rent or charge a “pet deposit”?**

**A:** Usually not, unless the landlord has fewer than 4 rental units and does not use a broker or agent, or the tenant lives in some types of Federally-subsidized housing. “Small” landlords are exempt from these Federal and State laws and do not have to grant any accommodation. Even when an accommodation is allowed, the pet owner is still responsible for any damage caused by the animal. The landlord can demand that the tenant pay any damage claim immediately or possibly face eviction.

**Q: Can the landlord make rules about the kind or number of companion animals I can keep?**

**A:** Probably yes. Accommodations must be “reasonable.” The landlord may consider the administrative, financial, or programmatic affects of allowing an animal onto the premises, including the potential disturbance to other tenants. The accommodation must not cause an undue financial or administrative burden for the landlord. And companion animals are subject to the same rules that apply to any other pets. If the animal bothers other tenants or the tenant fails to clean up after the animal, the landlord may have grounds to evict the tenant. Reasonable rules about size, number and breed of companion animals have been upheld by the courts. The landlord need not accept all tenant preferences regarding the type of companion animal.