

## **Service Animal Reasonable Request Documentation**

Under the Fair Housing Act, an individual with a disability may be entitled to keep a service animal in housing facilities that otherwise do not allow pets. A service animal—a dog—must be permitted as a reasonable accommodation when an individual requires the animal in order to have an equal opportunity to use and enjoy the housing. The assistance the animal provides must relate to the individual's disability.

In order to expedite the processing of the request for accommodation for your Service Animal, please review the following items and provide them to our office.

### **Documents Needed**

1. Per the Fair Housing Act, housing providers may ask individuals who have disabilities that are not readily apparent or known to the provider to submit reliable documentation of a disability and their disability-related need for a service animal

If the disability is readily apparent or known but the disability-related need for the assistance animal is not, the housing provider may ask the individual to provide documentation of the disability related need for a service animal.

We will not ask an applicant or tenant to provide access to medical records or medical providers nor to provide detailed or extensive information or documentation of the person's physical or mental impairments.

Should your disability and/or disability-related need for an assistance animal not be readily apparent, we will require documentation from a medical service provider to answer the following two questions:

- a. Does the person seeking to use and live with the animal have a disability — i.e., physical or mental impairment that substantially limits one or more major life activities?
- b. Does the person making the request have a disability-related need for an assistance animal? In other words, does the animal work, provide assistance, perform tasks or services for the benefit of a person with a disability, or provide emotional support that alleviates one or more of the identified symptoms or effects of a person's existing disability?

Under Pennsylvania's Assistance and Service Animal Integrity Act of 2018, the documentation provided must: a) be in writing, b) be reliable, c) be based on their direct knowledge of the person's disability or disability-related need for the service animal, and, d) must describe the person's disability-related need for the service animal.

2. Please fill out and sign the attached Service Animal Agreement.
3. Please Provide the following documents:
  - a. Spay/Neuter verification from the veterinarian who performed the operations.
  - b. Shot records showing the animal is up to date on shots.

- c. Copy of rabies tag/documentation.
- d. Copy of dog or other license registration from the municipality where the rental is located, if required by the municipality.
- e. Color photograph of the animal.

## **LEGAL NOTICE - ASSISTANCE AND SERVICE ANIMAL INTEGRITY ACT OF 2018**

### **Misrepresenting of Entitlement to Service Animal or Assistance Animal**

Falsely representing that you have a disability or a disability-related need for a service, assistance, or emotional support animal in housing, or making false statements for the purpose of obtaining documentation for the use of a service, assistance, or emotional support animal in housing is a crime in Pennsylvania, punishable by up to one year of incarceration and a fine up to \$2,500.

### **Misrepresenting an Animal as a Service Animal or Assistance Animal**

Intentionally creating a document falsely representing that an animal is a service, assistance, or emotional support animal for use in housing; or intentionally providing a document to another, falsely representing that an animal is a service, assistance, or emotional support animal for use in housing; or fitting an animal with a harness, collar, vest, or sign that falsely indicates or identifies an animal as a service, assistance, or emotional support animal for use in housing is a crime in Pennsylvania, punishable by a fine up to \$1,000.

## **Service Animal Agreement** (lease attachment)

If a violation of any of the following terms and conditions occurs, the Landlord/Management shall have the right to immediately cancel this agreement, and require Tenant to immediately remove the service animal from the premises. Cancellation of this agreement will not waive Tenant's responsibility for any damages.

**Tenant(s) Name(s)** \_\_\_\_\_

**Rental Address** \_\_\_\_\_

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

1. Only the specific service animal listed and described in this Service Animal Agreement is authorized within the rental (attach photo).
2. Service animal will not cause: danger, damage, nuisance, noise, health hazard, nor soil the rental unit, premises, grounds, common areas, walks, parking areas, landscaping, lawn or gardens. Tenant agrees to clean up after the service animal, and agrees to accept full responsibility and liability for any damage, injury or actions arising from, or cause by their service animal.
3. Tenant(s) will comply with all applicable laws and animal regulations. Tenant(s) will register their service animal and immunize it in accordance with local laws and requirements, and will provide Landlord with proof of registration, licensing, and immunization. Tenant(s) will provide Landlord with documentation records showing that the service animal has been spayed or neutered (applies to all uncaged mammals).
4. Tenant warrants that the service animal is housebroken. Tenant warrants that the service animal has no history of causing physical harm to person or property, such as biting, scratching, chewing, etc, and further warrants that the service animal has/have no vicious history or tendencies.
5. The tenant(s) will observe the following regulations:

**Service Dog** must be controlled at all times. Must be kept on a short leash while in common areas or on the grounds. Barking will not be tolerated. It is considered a nuisance to other tenants and/or neighbors.

**Other Service Animal Type :** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Service Animal Description:**

Kind	Type or Breed	Color	Name	Age	Weight
_____	_____	_____	_____	_____	_____

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**Landlord/Management**

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

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

## **NEW PENNSYLVANIA LAW REGULATING SERVICE AND ASSISTANCE ANIMALS**

### **ACT 118 - THE ASSISTANCE AND SERVICE ANIMAL INTEGRITY ACT OF 2018**

Under the Americans with Disabilities Act and other federal and state laws, regardless of any policy prohibiting pets or other animals in their rental property, landlords are nonetheless required to permit Service Animals and Assistance Animals in their rental units, as a reasonable accommodation to tenants having a physical or mental disability for which the animal provides a service or support. No additional charge, or deposit may be required for such animals.

Recently, a number of online web sites have come into being which provide "documentation" for the need of such animals to anyone who pays a fee. The documentation may even be issued under the name of a licensed medical provider or psychologist, but it is not based on any actual direct knowledge of the patient's disability or their disability-related need for the animal. Many have used these sites to make fraudulent claims of a disability-related or emotionally-related need for Service or Assistance Animals, simply to violate their landlord's policies prohibiting pets or requiring additional rent or damage deposits for pets.

To help curb this abuse, Pennsylvania now has a new law designed to protect landlords from tenants who falsely claim the need for Service Animals, or other Assistance Animals, such as for Emotional Support.

### **ACT 118 - Assistance and Service Animal and Integrity Act of 2018**

This new Pennsylvania law became effective December 25, 2018.

The ACT provides that:

1. Landlords may require documentation of a tenant's disability and their disability-related need for a service or assistance animal, but only if the disability or disability-related need is not readily apparent or known to the landlord.
2. Any such documentation must a) be in writing, b) be reliable, c) be based on direct knowledge of the person's disability and disability-related need for the service or assistance animal, d) describe the person's disability-related need for the service or assistance animal.
3. Landlords shall not be liable for injuries caused by Service Animals or Assistance Animals permitted by the landlord as a reasonable accommodation for those having a disability-related need for such animals.

ACT 118 also creates two new crimes designed to punish those who try to abuse the laws to violate landlord no-pet policies:

**Misrepresentation of Entitlement to Assistance Animal or Service Animal**

a) Falsely representing that they have a disability or a disability-related need for a service or assistance animal in housing; or b) making materially false statements for the purpose of obtaining documentation for the use of a service or assistance animal in housing.

This crime is a 3rd degree misdemeanor, punishable by up to one year of incarceration and no more than \$2,500 in fines.

**Misrepresentation of an Animal as an Assistance Animal or Service Animal**

a) Intentionally creating a document misrepresenting an animal as an assistance or service animal for use in housing; or b) intentionally providing a document to another, falsely stating that an animal is an assistance or service animal for use in housing; or c) intentionally fitting an animal that is not an assistance or service animal with a harness, collar, vest, or sign that indicates is an assistance or service animal for use in housing.

This crime is a summary offense, punishable by a fine not to exceed \$1,000.

A copy of the ACT can be obtained at <https://tinyurl.com/y6jatdyj>