



# Ithaca Renting Company

118 Prospect St., #200

Ithaca, NY 14850

## Service Animal Requirements

Ithaca Renting complies with all relevant state and federal requirements regarding housing, including the Fair Housing Act and the New York State Executive law.

In limited circumstances, a person with a diagnosed disability may request a waiver of the strict “no pet” policy in our leases, upon a proper showing pursuant the applicable statutes and case law to have a service animal/psychiatric support animal present in their room.

Permission is granted on a case by case basis. The tenant, and any co-tenants and/or guarantors will be required to sign an additional agreement with the Landlord agreeing to rules related to service animals/psychiatric support animals on the premises, provide insurance and payment of an increased security deposit to compensate the Landlord in the event of damage by the service animal. A failure to follow the agreement may result in the tenant being asked to remove the animal and/or constitute a default under the lease. In the event of a default, the tenant may be evicted. In the event permission is granted, it does not apply to any renewal or extension of the lease. A new application must be filed for any renewal or extension of the lease, with updated documentation.

Current and comprehensive disability documentation is required to assist with the provision of appropriate, reasonable accommodations. A psychological disability means a chronic psychological or psychiatric disorder, or emotional or mental illness that substantially interferes with a major life function.

Service Animals are trained companions, and certified by a training agency that has actually provided training. Psychiatric support animals may or may not be trained to perform observable functions. However, support animals must be trained to behave properly as service animals do, particularly if outside the room of the tenant.

To request permission for a service animal exception, the tenant must provide the following:

1) A current (within 30 days of the date of the application) letter/statement from all treating professionals containing the following:

- Title, address, license number and phone number of mental health professional.
- That the person listed in the letter is presently under the care of the assessing physician or mental health professional.
- The date and diagnosis of the tenant related to a mental health related disability recognized in the Diagnostic and Statistical Manual - 4th Edition.
- Detailed description of this tenant’s symptoms that meet the criteria for the diagnosis.
- Relevant history regarding onset, hospitalizations, treatment and progress of the tenant’s treatment.
- A description of the functional limitations for the tenant, including how a major life activity is substantially limited.
- Whether the tenant is currently taking medication, and if so describe the impact of the medication and/or treatment on the tenant’s ability to use and enjoy the premises (whether the impact is negative or mitigating).

- Anticipated prognosis (if relevant, provide information on the cyclical nature or known environmental triggers).
- Recommended accommodations and how those accommodations are necessary for the tenant to use and enjoy the rented premises.

2) Duly executed HIPPA compliant authorization to each treating professional permitting the Landlord to contact the treating professional for additional information/clarification relating to (1), above.

3) The tenant shall provide documentation/certifications regarding the service animal/psychiatric support animal.

- Complete veterinary history of the animal, and verification of all shots/medications provided for the animal, dated within 30 days of the application. The animal must be vaccinated for rabies, and wear a rabies vaccination tag.
- All documentation/certifications regarding the animal as a service animal and/or trained psychiatric support animal including but not limited to the length of training, completion history of training and certification of successful completion of training; on-line, unaccredited or other certifications that do not have actual contact with the animal are not acceptable and such animal shall not be deemed a service animal.
- For all animals required to be licensed by the City of Ithaca or County of Tompkins, copies of the license from the applicable jurisdiction and a photocopy of the tag. The tag must be worn at all times.

A kennel is not required for psychiatric support animals if they are fully trained and meet same requirements as a service animal. Otherwise, the psychiatric support animal must be crated/kenned whenever alone in the room.

#### Unacceptable Service/Support Animals

Ithaca Renting Company does not allow the following as service animals or psychiatric support animals, as they pose safety and/or public health concerns.

- Insects
- Rodents
- Snakes
- Chickens
- Pigs
- Spiders
- Sugar gliders
- Reptiles
- Animals improperly cleaned and/or with a foul odor
- Animals with tusk or hooves
- Animals not authorized as a domestic pet by the City of Ithaca.
- Animals that present a threat to other residents of the property.

All animals shall be leashed or transported in a closed container when in any common hallway or area owned by Ithaca Renting. In addition, the animal shall have a vest on it identifying that it is a service animal or psychiatric support animal at any time that the animal is out of the tenant's room and on Ithaca Renting property. Tenant shall bring the vest to the leasing agent prior to any animal coming onto Ithaca Renting property for review and approval of the vest. Failure of the animal to have the vest on when out of the tenant's room shall be a default of the Lease.

The tenant shall be responsible to insure that the animal is not flea infested, and is at all times clean and free of objectionable odor. All costs of care shall be the responsibility of the tenant, including regular grooming and bathing, as needed.

The tenant shall be responsible to dispose of all animal waste through a third party disposal company, and shall not under any circumstance put the waste into the waste bin/trash chute provided by the Landlord for household waste disposal, or flush waste down the toilet. Feces shall be put into an appropriate container and disposed of off premises. Tenant shall provide the Landlord proof of third party disposal of animal waste on a monthly basis.

In the event that the animal defecates or urinates onto a floor surface that is a carpeted or wooden surface, the Tenant shall immediately clean and deodorize the surface and notify maintenance for an inspection. In the event that maintenance determines that the surface requires additional cleaning in order to protect the surface and/or remove odor, the tenant shall be responsible for the costs related to this cleaning. Failure to notify maintenance shall be a default of the Lease.

In the event that the Tenant disposes of waste into the plumbing system, the Tenant shall be responsible for any and all damage to the plumbing system caused by the waste product. Disposing of animal waste into the plumbing system shall be a default of the Lease.

Tenant shall indemnify and hold the Landlord harmless from any and all damage and/or liability related to the animal being on the premises, including damages, costs, disbursements and attorneys fees. Tenant shall have an insurance policy covering both property damage and/or liability related to the animal, and the Landlord shall be named as an additional insured on the insurance policy. Proof of insurance coverage shall be provided with the application.

In order to balance the needs of all other residents who may have allergies or conditions that are not conducive to the presence of animals, with those seeking to utilize companion/support animals, it may be necessary to relocate the Tenant requesting permission for a companion/support animal from their contracted residence to a unit designated for support animals. Landlord reserves to right to relocate Tenant upon agreeing to permit the presence of a companion/support animal to an alternate unit, in a building that has dedicated washers/dryers for Tenants with support animals, in order to avoid contamination of laundry with other tenants with allergies or other physical conditions.