

Emotional Support Animals

What does the law require?

Federal Fair Housing laws, in general, require equal treatment of an expansive list of protected classes in the renting of residential dwellings. California case law is more expansive and requires that emotional support animals be permitted as a reasonable accommodation to protected classes.

What is an emotional support animal?

An emotional support animal may be *any* type of animal. Further, it does not have to be trained in any specific task.

What is a reasonable accommodation?

What is reasonable is a facts and circumstances determination. Mere inconvenience to accommodate a request doesn't make it unreasonable. Examples of reasonable requests have included requiring zoning waivers and obtaining an alternative insurance policy that doesn't restrict pets. Rejection of an accommodation may be reasonable if the specific animal has been known to cause either a direct threat or prior substantial physical damage.

Who is required to comply with these laws?

The Fair Housing laws govern a wide range of individuals and entities. This includes all CalBRE Licensees, property managers, rental owners, lenders, public entities, businesses and any other person or entity working in the housing industry.

How should I handle a request for an emotional support animal?

- Establish a written policy and procedure for handling reasonable accommodation requests
- Require requests be in writing (or confirm in writing verbal conversations)
- Obtain documentation (NOTE: documentation may be provided by any reliable 3rd party in a position to know about the disability)
- Respond to requests in a timely and respectful manner
- Keep information confidential
- Consult with legal counsel before denying a request

What about disturbances and damage caused by an emotional support animal?

The tenant (including via animals) is still required to comply with the lease terms. The C.A.R. Residential Lease or Month to Month Rental Agreement (C.A.R. Form LR) provides that the tenant shall not disturb, annoy, endanger or interfere with other tenants or neighbors; or violate any law or ordinance; or commit waste or nuisance. Additionally, the tenant is still liable for any damage caused by the animal beyond normal wear and tear and damages may be deducted from the security deposit.

May a landlord charge more rent or a greater deposit for the accommodation of an emotional support animal? No.