

# ASSISTIVE ANIMAL REQUEST AND DOCUMENTATION

Please return to:

Name of Owner/Agent \_\_\_\_\_

Address \_\_\_\_\_ Unit # \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone number (\_\_\_\_\_) \_\_\_\_\_ Fax number (\_\_\_\_\_) \_\_\_\_\_

1. Applicant/Resident's Name: \_\_\_\_\_

2. Applicant/Resident's Address \_\_\_\_\_, Unit # \_\_\_\_\_  
(Street Address)

\_\_\_\_\_, CA, \_\_\_\_\_  
(City) (Zip)

3. Contact info:

Applicant/Resident's Home Phone: \_\_\_\_\_

Applicant/Resident's Work Phone: \_\_\_\_\_

Applicant/Resident's E-Mail Address: \_\_\_\_\_

4. Applicant/Resident has reviewed the attached Assistive Animal Policy Addendum.

5. Applicant/Resident requests, as a reasonable accommodation for a disability as defined by the California Fair Employment & Housing Act (definition attached), to be allowed to have the following Assistive Animal as an exception to Owner/Agent's pet policies:

Type: \_\_\_\_\_ Breed: \_\_\_\_\_  
(Dog, Cat, Etc.) (Siamese, Golden Retriever, Etc.)

Animal's Name: \_\_\_\_\_ Sex: \_\_\_\_\_ Age: \_\_\_\_\_

Size: \_\_\_\_\_

Attach photograph or provide description: \_\_\_\_\_

**6 Required Verification:** Applicant/Resident asserts that he/she is disabled as defined by the California Fair Employment and Housing Act [see attached definition] and that the requested accommodation is related to Applicant/Resident's disability and is necessary to allow the Applicant/Resident full use/enjoyment of the premises. Applicant/Resident understands that he/she is required to provide written verification from a health care provider or other credible third party who can competently verify the Applicant/Resident's disability and disability-related need for the assistive animal, unless the disability and/or disability-related need for the Animal are obvious.

**Written verification of the disability and the need for the accommodation should be attached to this form.**



Verification provided by:

Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Contact Information:

\_\_\_\_\_, Unit/Suite # (if applicable), \_\_\_\_\_  
(Street Address)

\_\_\_\_\_, CA, \_\_\_\_\_  
(City) (Zip)

Work Phone: \_\_\_\_\_

- 7. **Consent to Confirmation:** Owner will contact the individual(s) who provided the verification for the sole purpose of confirming that the individual(s) authored/signed the verification. By signing below, Applicant/Resident agrees that Owner/Agent may contact the third party who provided the verification for that sole purpose.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant/Resident

**The California Fair Employment and Housing Act Definition of Disability.  
Government Code Sections 12955.3 and 12926**

“Disability” includes, but is not limited to, any physical or mental disability as defined below.

“Mental disability” includes, but is not limited to, all of the following:

(1) Having any mental or psychological disorder or condition, such as intellectual disability, organic brain syndrome, emotional or mental illness, or specific learning disabilities, that limits a major life activity. For purposes of this section:

(A) “Limits” shall be determined without regard to mitigating measures, such as medications, assistive devices, or reasonable accommodations, unless the mitigating measure itself limits a major life activity.

(B) A mental or psychological disorder or condition limits a major life activity if it makes the achievement of the major life activity difficult.

(C) “Major life activities” shall be broadly construed and shall include physical, mental, and social activities and working.

(2) Any other mental or psychological disorder or condition not described in paragraph (1) that requires special education or related services.

(3) Having a record or history of a mental or psychological disorder or condition described in paragraph (1) or (2), which is known to the employer or other entity covered by this part.

(4) Being regarded or treated by the employer or other entity covered by this part as having, or having had, any mental condition that makes achievement of a major life activity difficult.

(5) Being regarded or treated by the employer or other entity covered by this part as having, or having had, a mental or psychological disorder or condition that has no present disabling effect, but that may become a mental disability as described in paragraph (1) or (2).



“Mental disability” does not include sexual behavior disorders, compulsive gambling, kleptomania, pyromania, or psychoactive substance use disorders resulting from the current unlawful use of controlled substances or other drugs.

“Physical disability” includes, but is not limited to, all of the following:

(1) Having any physiological disease, disorder, condition, cosmetic disfigurement, or anatomical loss that does both of the following:

(A) Affects one or more of the following body systems: neurological, immunological, musculoskeletal, special sense organs, respiratory, including speech organs, cardiovascular, reproductive, digestive, genitourinary, hemic and lymphatic, skin, and endocrine.

(B) Limits a major life activity. For purposes of this section:

(i) “Limits” shall be determined without regard to mitigating measures such as medications, assistive devices, prosthetics, or reasonable accommodations, unless the mitigating measure itself limits a major life activity.

(ii) A physiological disease, disorder, condition, cosmetic disfigurement, or anatomical loss limits a major life activity if it makes the achievement of the major life activity difficult.

(iii) “Major life activities” shall be broadly construed and includes physical, mental, and social activities and working.

(2) Any other health impairment not described in paragraph (1) that requires special education or related services.

(3) Having a record or history of a disease, disorder, condition, cosmetic disfigurement, anatomical loss, or health impairment described in paragraph (1) or (2), which is known to the employer or other entity covered by this part.

(4) Being regarded or treated by the employer or other entity covered by this part as having, or having had, any physical condition that makes achievement of a major life activity difficult.

(5) Being regarded or treated by the employer or other entity covered by this part as having, or having had, a disease, disorder, condition, cosmetic disfigurement, anatomical loss, or health impairment that has no present disabling effect but may become a physical disability as described in paragraph (1) or (2).

(6) “Physical disability” does not include sexual behavior disorders, compulsive gambling, kleptomania, pyromania, or psychoactive substance use disorders resulting from the current unlawful use of controlled substances or other drugs.

*(n) Notwithstanding subdivisions (j) and (m), if the definition of “disability” used in the federal Americans with Disabilities Act of 1990 (Public Law 101-336) would result in broader protection of the civil rights of individuals with a mental disability or physical disability, as defined in subdivision (j) or (m), or would include any medical condition not included within those definitions, then that broader protection or coverage shall be deemed incorporated by reference into, and shall prevail over conflicting provisions of, the definitions in subdivisions (j) and (m).*



# ASSISTIVE ANIMAL DOCUMENTATION CONFIRMATION

## 1. Authorization by rental Applicant/Resident for the release of information

I hereby authorize the release of the information requested to the Owner/Agent listed below.

Name \_\_\_\_\_ Phone number (\_\_\_\_\_) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

To:

Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Contact Information:

\_\_\_\_\_, Unit/Suite # (if applicable), \_\_\_\_\_  
(Street Address)

\_\_\_\_\_, CA, \_\_\_\_\_  
(City) (Zip)

Work Phone: \_\_\_\_\_

(Name of Applicant/Resident)

has requested to be allowed to have an Assistive Animal as a reasonable accommodation for a disability as defined by the California Fair Employment and Housing Act. The Applicant/Resident's request and verification are attached.

Please confirm whether or not you provided the attached verification, by filling out and returning this form.

Thank you.

\_\_\_\_\_  
**Owner/Agent Signature**

Yes, I did provide the attached verification of the applicant's  disability  
 need for assistive animal

No, I did not provide the attached verification of the applicant's  disability  
 need for assistive animal

\_\_\_\_\_  
**Verifiers Signature**

Please return to:

**Name of Owner/Agent** \_\_\_\_\_

**Address** \_\_\_\_\_ **Unit #** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_ **Email:** \_\_\_\_\_



**ASSISTIVE ANIMAL POLICY ADDENDUM**

This document is an Addendum and is part of the Rental/Lease Agreement, dated \_\_\_\_\_ between \_\_\_\_\_ (Date) \_\_\_\_\_ (Owner/Agent) and \_\_\_\_\_ (Name of Owner/Agent) \_\_\_\_\_ (Resident) for the \_\_\_\_\_ (List all Residents as listed on the Rental/Lease Agreement) \_\_\_\_\_ premises located at \_\_\_\_\_, Unit # (if applicable) \_\_\_\_\_ (Street Address) \_\_\_\_\_, CA \_\_\_\_\_ (City) \_\_\_\_\_ (Zip).

- 1. The Rental/Lease Agreement provides that without Owner/Agent’s prior written consent, no pets shall be allowed in or about the premises.
- 2. Owner/Agent consents to Resident keeping the Animal described here as a reasonable accommodation:

Type: \_\_\_\_\_ Breed: \_\_\_\_\_ (Dog, Cat, Etc.) (Siamese, Golden Retriever, Etc.)

Animal’s Name: \_\_\_\_\_ Sex: \_\_\_\_\_ Age: \_\_\_\_\_

Size: \_\_\_\_\_

Attach photograph or provide description: \_\_\_\_\_

- 3. No additional fees or deposit is being demanded for the Animal.
- 4. Resident agrees to comply with all ordinances, regulations and laws applicable to the Animal described above.
- 5. Use of areas not in the exclusive possession of the Resident (such as walkways, stairwells, parking lots, grassy areas, or other interior or exterior common areas) for defecation and urination is prohibited unless specifically authorized by Owner/Agent in writing. The Animal may not be allowed to urinate or defecate on any unprotected carpet or flooring inside the dwelling. Any Animal waste shall be disposed of promptly and properly, by the Resident or someone at the Resident’s direction and expense. Resident must provide and maintain an appropriate litter box, if applicable.
- 6. The Animal shall be fed and the food stored in a way that does not attract pests or cause damage.
- 7. Resident shall be responsible for any cleaning in common areas necessitated by the Animal, i.e., dirty footprints.
- 8. Resident shall prevent fleas or other infestation of the rental unit or other property of Owner/Agent, and may be held liable for costs associated with any necessary remediation.
- 9. The Animal shall be on a leash, in a carrier, or otherwise under Resident’s supervision and direct control at all times. The Animal may not wander or be left unattended on the grounds or in common areas.



10. Resident shall not permit Animal to, and represents that Animal will not cause any damage, nuisance, or cause justified complaints, from any other resident, guest, or the public. For example, Animal may not make unnecessary and excessive noise, threaten injury or unwanted contact with others (i.e., jumping and lunging), bite, injure or contact others, cause any property damage, or engage in any other aggressive behavior.
11. If the Animal is neglected or unattended, it will be reported to animal control, and any resulting costs will be Resident's responsibility.
12. In the event that Owner/Agent, contractor, or maintenance personnel need access to the unit, Resident shall ensure that the Animal will be appropriately confined or restrained so as not to create a threat or interfere with the task being performed.
13. Resident shall be liable to Owner/Agent for all damage or expenses incurred by or in connection with Animal, and shall hold Owner/Agent harmless and indemnify Owner/Agent for any and all damages or costs in connection with Animal.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing.

<i>Date</i>	<i>Resident</i>	<i>Date</i>	<i>Resident</i>
<i>Date</i>	<i>Resident</i>	<i>Date</i>	<i>Resident</i>
<i>Date</i>	<i>Resident</i>	<i>Date</i>	<i>Resident</i>
<i>Date</i>	<i>Owner/Agent</i>		

