



# Assistance Animals in Residential Housing Policy

<b>Policy #:</b>	SA005.1
<b>Policy Type:</b>	University
<b>Responsible Executive:</b>	VPSA
<b>Responsible Office:</b>	Residential Life
<b>Originally Issued:</b>	August 19, 2016
<b>Latest Revision:</b>	Sept 25, 2024
<b>Effective Date:</b>	Sept 25, 2024

## I. Policy Statement

The University of Louisiana at Monroe (“ULM” or “University”) recognizes the importance of “Service Animals” as defined by the Americans with Disabilities Act Amendments Act (ADAAA) and the broader category of “Assistance Animals” under the Fair Housing Act that provide physical and/or emotional support to individuals with disabilities. ULM is committed to allowing individuals with disabilities the use of a Service Animal on campus to facilitate their full-participation and equal access to the University’s programs and activities. ULM is also committed to allowing Assistance Animals necessary to provide students with disabilities an equal opportunity to use and enjoy University housing.

Although it is the policy of ULM that individuals are generally prohibited from having animals of any type in University residential housing, ULM will consider a request by an individual with a disability for a reasonable accommodation from this prohibition to allow an Assistance Animal that is necessary because of a disability and reasonable in University housing. However, no Assistance Animal may be kept in University housing at any time prior to the individual receiving approval as a reasonable accommodation pursuant to this Policy.

## II. Purpose of Policy

This Policy explains the specific requirements applicable to an individual’s use of an Assistance Animal in University housing. ULM reserves the right to amend this Policy as circumstances require.

## III. Applicability

This policy applies solely to Assistance Animals that may be necessary in University housing.

## IV. Definitions

### A. Assistance Animal

“Assistance Animals” are a category of animals that may work, provide assistance, or perform tasks for the benefit of an individual with a disability and/or provide necessary emotional support to an individual with a mental or psychiatric disability that alleviates one or more identified symptoms of an individual’s disability, but which are not considered Service Animals under the ADAAA. An Assistance Animal is not a pet. Assistance Animals perform many disability- related functions, including but not limited to, guiding individuals who are blind or have low vision, alerting individuals who are deaf or hard of hearing to sounds, providing protection or rescue assistance, pulling a wheelchair, fetching items, alerting persons to impending seizures, or providing emotional support to persons with disabilities who have a disability-related need for such support.

Some Assistance Animals are professionally trained, but in other cases Assistance Animals provide the necessary support to individuals with disabilities without any formal training or certification. Dogs are commonly used as Assistance Animals, but any animal may serve a person with a disability as an Assistance Animal. It is important to note that animals that may be needed because of a disability may be identified by various names (for example, an individual may identify the animal as a companion animal, therapy animal, or emotional support animal).

The question in determining if an Assistance Animal will be allowed in University housing is whether or not the Assistance Animal is *necessary* because of the individual's disability to afford the individual an equal opportunity to use and enjoy University housing and its presence in University housing is reasonable. However, even if the individual with a disability establishes *necessity* for an Assistance Animal and it is allowed in University housing, an Assistance Animal is not permitted in other areas of the University (e.g. dining facilities, libraries, academic buildings, athletic buildings and facilities, classrooms, labs, individual centers, etc.).

#### B. Owner

The "Owner" is the individual who has requested the accommodation and has received approval to bring an Assistance Animal into University Housing.

#### C. Pet

"Pet" means an animal kept for ordinary use and companionship. A pet is not considered an Assistance Animal and is not covered by this policy. Residents are not permitted to keep pets in University housing.

## V. Policy Procedure

### Policy / Procedure Related to Assistance Animals in University Housing

#### A. Assistance Animals Permitted in University Housing

1. Assistance Animals will be permitted in University residence halls when the Assistance Animal is approved by Self-Dev, Counseling & Special Accommodations (in collaboration with Residential Life) and is necessary for the resident with a documented disability to have equal access to university housing.
2. Assistance Animals are not permitted in University Housing until expressly approved by Self-Dev, Counseling & Special Accommodations.
3. An Assistance Animal must be contained within the Owner's privately assigned individual living accommodations (e.g., room, suite, and apartment) except to the extent the individual is taking the animal out for natural relief. When an Assistance Animal is outside the private individual living accommodations, it must be in an animal carrier or controlled by a leash or harness. Assistance Animals are not allowed in any University facilities other than University residence halls (e.g. dormitories, suites, apartments, etc.) to which the individual is assigned.

4. Dominion and Control. Notwithstanding the restrictions set forth herein, the Assistance Animal must be properly housed and restrained or otherwise under the dominion and control of the Owner at all times. No Owner shall permit the animal to go loose or run at large. If an animal is found running at large, the animal is subject to capture and confinement and immediate removal from University housing.

**B. Requests for an Assistance Animal**

1. A student requesting an Assistance Animal who is living or planning to live in on-campus housing (residence halls, suites or apartments) must register with Self-Dev, Counseling & Special Accommodations and complete and submit forms and documentation required by the Self-Dev, Counseling & Special Accommodations. [See the Emotional Support Animal \(ESA\) Approval Process.](#)

- a. Self-Dev, Counseling & Special Accommodations will accept and consider (in collaboration with Residential Life) requests for an Assistance Animal in housing at any time.
  - i. Prior to move-in. The individual making the request for accommodation should complete and provide request forms to Self-Dev, Counseling & Special Accommodations as soon as practicably possible before moving into University Housing. *However*, if the request for accommodation is made fewer than 60 days before the individual intends to move into University housing, ULM cannot guarantee that it will be able to meet the individual’s accommodation needs during the first semester or term of occupancy.
  - ii. After move-in. If the need for accommodation arises when an individual already resides in University housing, he/she should contact Self-Dev, Counseling & Special Accommodations and complete the request forms as soon as practicably possible. ULM cannot guarantee that it will be able to meet the accommodation needs during the semester or term in which the request is received.
- b. The following additional forms must be submitted to Self-Dev, Counseling & Special Accommodations:
  - Form A -- Acknowledgement and Release of Information Consent
  - Form B -- Roommate / Suitemate Consent
- c. After receiving such a request, Self-Dev, Counseling & Special Accommodations will consider the following. If the answer to either question (i) or (ii) below is “no” then the University is not required to modify its “no pets” policy, and the reasonable accommodation request will be denied.
  - i. Does the person seeking to use and live with the animal have a disability – *i.e.*, a physical or mental impairment that substantially limits one or more life activities?
  - ii. Does the person make 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?

- d. Individuals who have disabilities that are not readily apparent or known to the University must provide Self-Dev, Counseling & Special Accommodations with *reliable* documentation of a disability and their disability-related need for an Assistance Animal. The determination of reliability of the documentation is made solely by Self-Dev, Counseling & Special Accommodations.
2. Self-Dev, Counseling & Special Accommodations and Residential Life may review the student's ULM conduct records to determine if there are any conduct issues that may affect the student's ability to effectively control and provide a safe environment for the animal.
3. When Self-Dev, Counseling & Special Accommodations (in collaboration with Residential Life) has finished its review of the request, a written decision will be provided to the student.
4. All roommates and/or suitemates of the Owner must sign a Roommate Consent Form (see attached).
5. A denied request for approval of an Assistance Animal may be appealed by filing a complaint under the Grievance and Appeal Procedures located at <http://www.ulm.edu/counselingcenter/special.html>. Criteria for Determining If Presence of the Assistance Animal is Reasonable.
6. University housing is unique in several aspects including the mandatory assignment of roommates for many individuals and the mandate that individuals must share a room or suite in certain residence halls. To ensure that the presence of Assistance Animals is not an undue administrative burden or fundamental alteration of University housing, ULM reserves the right to assign an individual with an Assistance Animal to a single room without a roommate, at the individual's expense.
7. However, for all requests for Assistance Animals, Self-Dev, Counseling & Special Accommodations (in collaboration with Residential Life) will make a determination on a case-by-case basis of whether the presence of an Assistance Animal is reasonable.
8. A request for an Assistance Animal may be denied as unreasonable if the presence of the animal:
  - a. imposes an undue financial and/or administrative burden;
  - b. fundamentally alters University housing policies; and/or
  - c. poses a direct threat to the health and safety of others or would cause substantial property damage to the property of others, including University property.

9. ULM may consider the following factors, among others, as evidence in determining whether the presence of the animal is reasonable or in the making of housing assignments for individuals with Assistance Animals:
  - a. the size of the animal is too large for available assigned housing space;
  - b. the animal's presence would force another individual from individual housing (e.g. serious allergies);
  - c. the animal's presence otherwise violates individuals' right to peace and quiet enjoyment;
  - d. the animal is not housebroken or is unable to live with others in a reasonable manner;
  - e. the animal's vaccinations are not up-to-date;
  - f. the animal poses or has posed in the past a direct threat to the individual or others such as aggressive behavior towards or injuring the individual or others; or
  - g. the animal causes or has caused excessive damage to housing beyond reasonable wear and tear.

### **C. Owner's Responsibilities for Assistance Animal**

If the University grants an Owner's request to live with an Assistance Animal, the Owner is solely responsible for the custody and care of the Assistance Animal and must meet the following requirements:

1. The Owner must abide by current city, parish, and state ordinances, laws, and/or regulations pertaining to licensing, vaccination, and other requirements for animals. It is the Owner's responsibility to know and understand these ordinances, laws, and regulations. The University has the right to require documentation of compliance with such ordinances, laws, and/or regulations, which may include a vaccination certificate. The University reserves the right to request documentation showing that the animal has been licensed.
2. The Owner is required to clean up after and properly dispose of the animal's waste in a safe and sanitary manner and, when provided, must use animal relief areas designated by ULM.
3. The Owner is required to ensure the animal is well cared for at all times. Any evidence of mistreatment or abuse may result in immediate removal of the Assistance Animal and/or discipline for the responsible individual.
4. ULM will not ask for or require an individual with a disability to pay a fee or surcharge for an approved Assistance Animal.
5. An individual with a disability may be charged for any damage caused by his or her Assistance Animal beyond reasonable wear and tear to the same extent that it charges other individuals for damages beyond reasonable wear and tear. The Owner's living accommodations may also be inspected for fleas, ticks or other pests if necessary as part of the University's standard or routine inspections. If fleas, ticks or other pests are detected through inspection, the residence will be treated using approved fumigation methods by a University-approved pest control service. The Owner will be billed for the expense of any pest treatment above and beyond standard pest management in the residence halls. The University shall have the right to bill the Owner's account for unmet obligations under this provision.

6. The Owner must fully cooperate with University personnel with regard to meeting the terms of this Policy and developing procedures for care of the animal (e.g., cleaning the animal, feeding/watering the animal, designating an outdoor relief area, disposing of feces, etc.)
7. Assistance Animals may not be left overnight in University Housing to be cared for by any individual other than the Owner. If the Owner is to be absent from his/her residence hall overnight or longer, the animal must accompany the Owner. The Owner is responsible for ensuring that the Assistance Animal is contained, as appropriate, when the Owner is not present during the day while attending classes or other activities.
8. The Owner agrees to abide by all equally applicable residential policies that are unrelated to the individual's disability such as assuring that the animal does not unduly interfere with the routine activities of the residence or cause difficulties for individuals who reside there.
9. The animal is allowed in University housing only as long as it is necessary because of the Owner's disability. The Owner must notify the Self-Dev, Counseling & Special Accommodations in writing if the Assistance Animal is no longer needed or is no longer in residence. To replace an Assistance Animal, the new animal must be necessary because of the Owner's disability and the Owner must follow the procedures in this Policy and the Reasonable Accommodation Policy when requesting a different animal.
10. ULM personnel shall not be required to provide care or food for any Assistance Animal including, but not limited to, removing the animal during emergency evacuation for events such as a fire alarm. Emergency personnel will determine whether to remove the animal and may not be held responsible for the care, damage to, or loss of the animal.
11. The individual must provide written consent for Self-Dev, Counseling & Special Accommodations to disclose information regarding the request for and presence of the Assistance Animal to those individuals who may be impacted by the presence of the animal including, but not limited to, Residence Life personnel and potential and/or actual roommate(s)/neighbor(s). Such information shall be limited to information related to the animal and shall not include information related to the individual's disability. See attached *Acknowledgement and Release of Information Consent Form*.
12. The Owner shall assume full financial responsibility for the cost of care, arrangements and responsibility for the well-being of the Assistance Animal.
13. Instances of abuse of an animal will be referred to the Director of Student Advocacy and Accountability or other appropriate authority.

**D. Removal of Assistance Animal**

1. The University may require the individual to remove the animal from University housing if:
  - a. the animal poses a direct threat to the health or safety of others or causes substantial property damage to the property of others (a direct threat may be based upon the poor health of the animal, or a substantial lack of cleanliness of the animal);
  - b. the animal's presence results in a fundamental alteration of a University program;
  - c. the Owner does not comply with the Owner's Responsibilities set forth above;

- d. the animal or its presence creates an unmanageable disturbance or interference with the University community;
  - e. the animal is not house-broken;
2. The University will base such determinations upon the consideration of the behavior of the particular animal at issue, and not on speculation or fear about the harm or damages an animal may cause. Any removal of the animal will be done in consultation with Self-Dev, Counseling & Special Accommodations and Residential Life and may be appealed in accordance with the Grievance / Appeal Procedure.
3. The Assistance Animal may be removed by ULM Police, Self-Dev, Counseling & Special Accommodations, and/or Residential Life. When such animal is properly removed pursuant to this policy, Self-Dev, Counseling & Special Accommodations will work with the Owner to determine reasonable alternative opportunities to participate in the university housing program without having the animal on university premises.
4. Should the Assistance Animal be removed from the premises for any reason, the Owner is expected to fulfill his/her housing obligations for the remainder of the housing contract.

#### **E. Conflicting Disabilities**

Individuals on the university campus may have allergic reactions to animals that are substantial to qualify as a disability. In such cases, the university will consider the needs of both persons in meeting its obligations to reasonably accommodate all disabilities and to resolve the problem as efficiently and expeditiously as possible. Students requesting allergy accommodations should contact the Self-Dev, Counseling & Special Accommodations.

#### **VI. Enforcement**

Self-Dev, Counseling & Special Accommodations shares responsibility with Residential Housing for implementing, managing and enforcing this policy.

#### **VII. Policy Management**

The Vice President for Student Affairs is the responsible executive for implementing and administering this policy. Self-Dev, Counseling & Special Accommodations shares responsibility with Residential Housing for implementing and administering this policy.

#### **VIII. Exclusions**

NA

#### **IX. Effective Date**

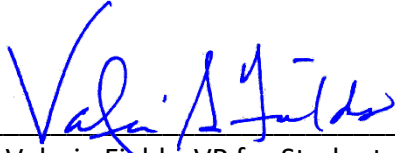
This Policy will become effective on the date signed by the University President.

## X. Adoption

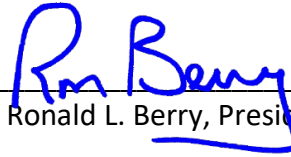
This policy is hereby adopted on this 25<sup>th</sup> day of September 2024.

Recommended for Approval by:

Approved by:



Dr. Valerie Fields, VP for Student Affairs



Dr. Ronald L. Berry, President

## XI. Appendices, References and Related Materials

[Emotional Support Animal \(ESA\) Approval Process](#)

## XII. Revision History

It is the practice of the University to comply with federal disability-related laws, rules and regulations. This written policy codifies such practice and is adopted as of August 19, 2016.

Revised August 18, 2022. Revisions included updating “Counseling Center” to “Self-Development, Counseling & Special Accommodations.”

Revised September 25, 2024. Revisions included placing the policy in the official policy template, and linking the ESA Approval Process in the Appendices Section.



FORM A

ACKNOWLEDGEMENT AND RELEASE OF INFORMATION CONSENT FORM

By my signature below, I, \_\_\_\_\_, verify that I have read, understand and will abide by the requirements outlined here and I agree to provide the additional information required to complete my Request for a Reasonable Accommodation under the University's Assistance Animal Policy for University Housing.

I have read and understand the Assistance Animal Policy and I agree to abide by the requirements applicable to Assistance Animals. I understand that if I fail to meet the requirements set forth in the Policy, ULM has the right to remove the Assistance Animal and I will be nonetheless required to fulfill my housing, academic, and all other obligations for the remainder of the housing contract.

I furthermore give permission to Self-Dev, Counseling & Special Accommodations and Residential Life to disclose to others impacted by the presence of my Assistance Animal (e.g., Residence Life staff, potential and/or actual roommate(s)/neighbor(s)) that I will be living with an animal as an accommodation. I understand that this information will be shared with the intent of preparing for the presence of the Assistance Animal and/or resolving any potential issues associated with the presence of the Assistance Animal.

I further recognize that the presence of the Assistance Animal may be noticed by others visiting or residing in University Housing and agree that staff may acknowledge the presence of the animal, and explain that under certain circumstances Assistance Animals are permitted for persons with disabilities.

\_\_\_\_\_  
Student / Owner's Signature

\_\_\_\_\_  
Date

FORM B

ROOMMATE / SUITEMATE CONSENT FORM

I, \_\_\_\_\_, understand that my roommate/suitemate has been approved to have an assistance animal for disability-related reasons and I consent to the presence of a (INSERT TYPE OF ANIMAL \_\_\_\_\_) in the housing unit. To my knowledge, I am not allergic to this type of animal nor have any reason to object to the student having the animal in the unit. It is my understanding that the animal is not permitted to be outside the room and must be caged when the student is not present. The student is prohibited from asking me to take care of the animal overnight and the student is expected to stay in the room each night to care for the animal. I also understand that if the animal damages my property, injures me or others, or disrupts the peace and quiet enjoyment of the unit, I will notify the resident assistant to discuss how best to address these concerns.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
University ID #