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## Emotional Support Animal Policies & Guidelines for Students in University Housing

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### Policy Statement

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Hofstra University is committed to reasonably accommodating individuals with disabilities. With respect to each request for an Emotional Support Animal, the University will determine, on a case by case basis, and in accordance with applicable laws and regulations, whether the animal is a reasonable accommodation.

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### Definitions

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**Owner:** The “Owner” is the individual who has requested the accommodation and has received approval to bring an Emotional Support Animal into University Housing.

**Emotional Support Animal (“ESA”):** Sometimes referred to as an “assistance animal”, “therapy animal”, or “companion animal”. ESA is a term that the United States Department of Housing and Urban Development (HUD) uses to cover a category of animals that may work, provide assistance, or perform physical tasks for 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 individuals’ disability. ESA’s are not considered Service Animals under the ADA.

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### Procedures

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Requests for an emotional support animal in Hofstra University’s student housing should be made by the student directly to Student Access Services by submitting the following:

1. A completed [Request for Reasonable Housing Accommodation Form](#)
2. Appropriate and up to date supporting documentation provided by a physician, psychiatrist, or social worker attached to the Request for Reasonable Housing Accommodation Form, that demonstrates that the need for the ESA is directly related to the diagnosed disability. The documentation must show that:
  - a. The student has a disability; and
  - b. The student has a disability-related need for an Emotional Support Animal
3. Completed and signed ESA Student Agreement Form
4. Proof of health and immunizations form signed by treating Veterinarian

The University may consider the following seven factors, among others, in deciding whether the presence of an animal in housing is reasonable:

- (1) Whether the size of the animal is too large for available assigned housing space.
- (2) Whether the animal’s presence would force another individual from individual housing (e.g., serious allergies).

- (3) Whether the animal's presence otherwise violates another individual's right to peace and quiet enjoyment.
- (4) Whether the animal is not housebroken or is unable to live with others in a reasonable manner.
- (5) Whether the animal's vaccinations are not up-to-date.
- (6) Whether the animal poses or has posed in the past a direct threat to the individual or others, such as aggressive behavior toward or injuring the individual or others.
- (7) Whether the animal causes, or has caused excessive damage to housing beyond reasonable wear and tear.

As with all students, the Office of Residential Programs has the right to make or change student residence hall assignments. Residence hall assignments may be changed where care of the Assistance Animal or interactions with others (e.g. roommates with allergies or fear of dogs) become a concern.

### **Owners Responsibility for Emotional Support Animals**

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

1. In accordance with local ordinances and regulations, the animal must be immunized against diseases common to that type of animal. Students are responsible for determining local licensing requirements for an animal and are responsible for routine healthcare and vaccinations in accordance with veterinary recommendations.
2. Proof of health and immunizations, signed by the treating veterinarian, must be provided to Student Access Services with this signed document for review. Student Access Services may request an updated health statement annually.
3. The ESA is required to have a tag that identifies the student owner and local contact information in case of emergency.
4. Dogs are required to wear a current rabies tag provided by the veterinarian that administered the immunization.
5. The ESA must be housebroken. The Owner is responsible for properly containing and disposing of all animal waste. Animal waste must be placed in a sturdy bag and tied securely before being disposed of in a designated outside trash receptacle. When the ESA is in public areas when taken out for natural relief, it must be kept on a leash/lead or otherwise in the direct control of the Owner.
6. 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 ESA and/or may be referred to the Office of Community Standards.
7. The Owner is responsible for instructing others on appropriate interactions with the ESA and setting clear expectations.

8. The Owner may be charged for any damage caused by his or her ESA. If it is necessary to call in pest control service because of the ESA, all costs incurred will be the responsibility of the Owner.
9. The animal must respond to voice or hand commands at all times, and the Owner be in full control of the ESA. To the extent possible, the animal should be unobtrusive to other individuals in the living environment.
10. ESAs 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.
11. For the safety and health of all, ESAs must remain in their Owner's Residence Hall room and not in common areas. ESAs must be crated or caged when the Owner is absent.
12. The Owner will provide an emergency contact to Residential Life. The Owner identifies this individual as someone local who can care for the animal in case of emergency. Without this information, in the case of an emergency, the University will board the animal at the Owner's expense.
13. The student owner is responsible for assuring that the ESA does not create persistent noise, odor, or other similar disturbance to other members of the University community.

### **Removal of Emotional Support Animal**

The animal may be removed from University housing if:

1. The animal poses a direct threat to the health or safety of others or causes substantial property damage to the property of others;
2. The animal's presence results in a fundamental alteration of a University program
3. The Owner does not comply with the Owner's Responsibilities set forth above
4. The animal or its presence creates an unmanageable disturbance or interference with the university community.

### **Emotional Support Animal (ESA) Student Agreement**

#### ***Student Owner Information:***

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Hofstra ID: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

#### ***Guardian Information if student is under 18:***

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Hofstra ID: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

***ESA Information:***

Animal Name: \_\_\_\_\_ Animal Type: \_\_\_\_\_

Animal Breed: \_\_\_\_\_

***Local Emergency Contact Information:***

Full Name: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ **Initial** I verify that this ESA animal crate is suitable to fit under the residence hall bed, see below for the maximum height requirements for our residence halls on campus:

- High-Rise Towers, The Netherlands Complex, Colonial Square Complex, and Stuyvesant: 31 inches or 78.74 centimeters
- Nassau and Suffolk Halls: 27  $\frac{3}{4}$  inches or 70.48 centimeters

\_\_\_\_\_ **Initial I understand and agree that I am responsible at all times for all actions of my Assistance Animal, including any actions that cause bodily injury or property damage. I further agree to defend, indemnify and hold harmless the University from and against any and all claims, loss, expense, damage, and liability resulting from injury and/or death of any person or damage to or loss of any property caused by my ESA.**

\_\_\_\_\_ **Initial** I certify that I have attached proof of health and immunizations form signed by the ESA's treating Veterinarian and that I am responsible for the healthcare of the animal.

*By signing below, I certify that I have read this Emotional Support Animal Agreement, fully understand its terms and agree to abide by and fulfill all responsibilities as outlined above.*

Student Signature: \_\_\_\_\_ Date: \_\_\_\_\_