

SERVICE ANIMAL/EMOTIONAL SUPPORT ANIMAL ADDENDUM

Pursuant to this Service Animal/Emotional Support Animal Lease Addendum, the owner or manager of the property must permit a person with a disability to keep a service animal or emotional support animal, (hereinafter known as “assistance animal”) as a reasonable accommodation, upon the following terms and conditions which shall be deemed to be a part of the resident’s lease:

1. An "assistance animal" is an animal that provides assistance, or performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance animals are not pets. They are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability, or animals that provides emotional support that alleviates one or more identified symptoms or effects of a person’s disability. Assistance animals – often referred to as “service animals,” “support animals,” “therapy animals” or “companion animals” – perform many functions to assist persons with disabilities who have a disability-related need for such assistance. Depending on the assistance provided, an assistance animal may or may not be formally trained or certified to perform specific tasks. Pets may be subject to different rules and regulations that are not applicable to assistance animals, including breed restrictions, pet fees, and additional cleaning fees.

2. In order to obtain permission to keep an assistance animal, a resident must make a reasonable accommodation request for such an assistance animal to the owner or manager. Reasonable accommodation requests may be made either written or verbally. Any reasonable accommodation request relating to an assistance animal will be granted or denied pursuant to local, state, and federal laws regulating disability-related accommodation requests.¹ Among other grounds, a request for an assistance animal may be denied if:

- a) The specific assistance animal in question poses a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation;
- b) The specific assistance animal in question would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation; or
- c) Making the requested accommodation would (i) pose an undue financial and administrative burden or (ii) fundamentally alter the nature of the provider’s operations.²

A determination that an assistance animal poses a direct threat of harm to others or would cause substantial physical damage to the property of others must be based on an individualized assessment that relies on objective evidence about the specific animal’s actual conduct – not on mere speculation or fear about the types of harm or damage an animal may cause and not on evidence

¹ Relevant statutes include: City of Boston Code, Ordinances of 1982, Title 10-3, as amended by Acts of 1994, c. 37 and MA Acts of 1998, c. 165; MA Act of 2014, c. 110; and M.G.L. c. 151B, sec. 4; and Title VIII, as amended.

² Note: a standard “no pets” policy is insufficient to establish a fundamental alteration of the nature of operations. Additionally, having an insurance policy with a “no pets” policy or breed restrictions is insufficient to establish a fundamental alteration of the nature of operations.

about harm or damage that other animals have caused.

3. The fact that a person has a disability does not automatically entitle him or her to an assistance animal. There must be a relationship or “nexus” between the person’s disability and his or her need for the animal.

4. Breed, size and weight limitations do not apply to an assistance animal.

5. Except as provided by a separate reasonable accommodation, the following rules apply with respect to assistance animals:

- a. A deposit shall not be assessed for assistance animals, but residents are financially responsible for any injury to persons or damage, repair or replacement of property relating to any assistance animal.
- b. Residents are responsible for sanitary disposal of all waste products of assistance animals, including removal of waste materials from outdoor areas and disposal of such waste in trash receptacles.
- c. At the time a resident acquires an assistance animal, the resident shall register the animal with the manager.
- d. All assistance animals must be properly restrained when outside the resident's apartment and must not be left unattended when outdoors.
- e. Assistance animals cannot exhibit aggressive behavior that threatens the health or safety of others.

6. The terms of this Lease Addendum may be amended pursuant to a further reasonable accommodation request made by a resident with respect to an assistance animal.

7. It is agreed that the forgoing provisions are necessary components of the reasonable accommodation that is the subject of this Addendum. **Noncompliance with this Addendum constitutes a violation of the lease and may authorize the remedies for violations provided in the lease, including eviction.**