



Emotional Support Animals Policy

Date: _____

Property Address _____

Emotional Support Animals

For clarification purposes, an emotional support animal (or ESA) is an animal that the resident is permitted to have in a home even if the home does not allow pets. The tenant would **provide paperwork** saying they need this pet for emotional support and companionship.

With the **correct paperwork**, we have to make sure we follow the rules and regulations permitting a person to keep an assistance animal in the leased premises.

Things You NEED to have ESA animals on the Property

- Letter from licensed Texas Doctor with Texas Medical license number, date, and direct contact information.
- Doctor letter cannot be dated more than one year from date of submission and must be on your doctor's official letterhead.
- Animal must be registered within Brazos County Texas
- Must have up to date shots from Brazos County
- Must have up to date and current shot (**vaccinated**) records: rabies, distemper, hepatitis, and parvo.
- Must provide **picture** of animal
- **One** ESA animal **per unit**
- All animals must have updated and current county tags
- Must be 2 years of age or older
- Animal breeds **not allowed** under any circumstances:
 - Pit Bulls
 - Rottweilers
 - Shepherds
 - Doberman Pinchers
 - Chows
 - Boxer Ferrets
- **Description of ESA:**
 - Type of animal: _____ Type of animal: _____
 - Breed: _____ Color: _____ Sex: _____
 - Weight: _____ Pet Name: _____ License#: _____

ANIMAL VIOLATION

If animal is found **without written documentation approval** on file there will be a fine of ***\$100 and an additional \$10.00 charge*** each day thereafter. If resident fails to comply with the terms of the ESA policy, the residents will be evicted as per the lease contract and all deposits will be forfeited (Lease Contract).

ESA owner responsibilities

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

1. Both service and emotional support animals must be **under the control** of their owner at all times, whether that be on a leash or tether, or by voice command.
2. Care, supervision, and **cleanup** are the responsibility of the emotional support animal's owner.
3. Emotional support animals must be **housebroken**.
4. The tenant is **responsible** for any damage the animal may cause. This might be urine that has leaked into and damaged the floorboards or a chewing habit that has left some damage to walls, doorways, or other property. Resident must understand that even with the paperwork, they are still responsible for damages caused by the animal to the property.

5. Tenant **shall not** allow the animal out of the premises unless it is contained within a fenced area or is in the custody and control of Tenant and on a leash not to exceed five (5) feet in length.
6. Tenant **shall not** tether the animal outdoors or leave the animal outdoors unattended at any time.
7. Tenant agrees to **remove** and properly dispose of all excrement from the yard daily to prevent damage to the lawn and to frequently change sandbox litter to avoid odor indoors.
8. Tenant agrees that any **damage** by the animal to the premises, grounds, flooring, walls, trim, finish, carpeting, etc., will be the full responsibility of the Tenant, and Tenant agrees to pay all costs to repair or replace any damaged items.
9. Tenant agrees to ensure that the animal does **not pose a real threat** or act as a nuisance to other residents and guests at the Premises, or employees of the Landlord. Furthermore, Tenant agrees to remove the animal from the premises for the balance of the Lease if it is deemed necessary by the Landlord due to excessive noise complaints, aggressive behavior, or damage to the premises.
10. Tenant agrees to provide **proof** to the Landlord **annually** that the animal has been vaccinated and is currently licensed as required by municipal code.
11. Landlord's permission for the Tenant to have an emotional support animal is **restricted** solely to the animal described above and does not extend to any other animals whatsoever and does not otherwise change or waive the Lease's no-pet restrictions.
12. Residents are **financially** responsible for any injury to persons or damage, repair or replacement of property relating to any assistance animal.
13. 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.
14. At the time a resident acquires an assistance animal, the resident **shall register** the animal with the front office, providing (1) a photograph of the assistance animal; (2) evidence of current immunization, (3) veterinarian contact information; and (4) if required by local law, evidence of licensing. The resident **will update** vaccination and licensing records **annually**.
15. Residents will **not permit** assistance animals to be left alone in an apartment if they are noisy.
16. All assistance animals must be **properly restrained** when outside the resident's apartment and must not be left unattended when outdoors.
17. Assistance animals cannot exhibit **aggressive** behavior that threatens the health or safety of others.
18. It is agreed that **Noncompliance** with this Addendum constitutes a violation of the lease and may authorize the remedies for violations provided in the lease, including eviction.

Valid Reasons To Deny Resident with Emotional Support Animals

- Resident is unable to provide sufficient documentation, such as the emotional support animal letter, that verifies the ESA is necessary for their health and well-being.
- The tenant provides **fraudulent** documentation attesting to their need for an emotional support animal (usually a fake emotional support animal letter).
- The landlord can demonstrate that making accommodations for an ESA would impose undue financial burden or logistical burden.
- The animal is destructive to the property or displays threatening behaviors that could put other tenants or yourself at risk.
- The size or nature of the animal makes it impossible to house safely or humanely. **Example ...** alligator, cow.
- 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.
- Making the requested accommodation would **(1)** pose an undue financial and administrative burden or **(2)** fundamentally alter the nature of the provider's operations.
- A determination that an assistance animal poses a direct threat of harm to others or would cause **substantial physical damage** to the property.

Resident's Name: _____ Date: _____

Resident's Name: _____ Date: _____

Resident's Name: _____ Date: _____

Resident's Name: _____ Date: _____

Equity Real Estate & Company: _____ Date: _____