



NO HAPPY TAIL
Emotional Support Animals in
Housing



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Our immense gratitude is extended to all of our fair housing testers for their commitment and dedication to our mission. Our reports would not be possible without your tireless efforts.

The work that provided the basis for this report was supported by funding from the U.S. Department of Housing and Urban Development (HUD). The substance and findings of the work are dedicated to the public. The author and publisher are solely responsible for the accuracy of the statements and interpretations contained in this publication. Such interpretations do not necessarily reflect the views of the federal government.

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INTRODUCTION

The use of emotional support animals has received extensive press coverage recently. The coverage has primarily focused on abuses and fringe examples, such as emotional support peacocks or snakes.

However, the fact remains that millions of people with disabilities legitimately depend on assistance and emotional support animals to meet their needs, and the need is growing. Thousands of returning veterans, for example, depend on emotional support animals to address symptoms of Post-Traumatic Stress Disorder and other psychiatric difficulties resulting from service.¹ And in a country where millions suffer from disabling depression, emotional assistance animals have been proven to have immense therapeutic benefits in treating the condition.²

Over the past two years, GNOFHAC has seen a significant increase in the number of fair housing complaints lodged concerning assistance or emotional support animals – usually dogs.

Based on this, GNOFHAC engaged its testing program to investigate how often landlords³ would not accept, or otherwise discourage use of, an emotional support animal as a matter of policy. In responding to advertisements for available apartments, GNOFHAC testers posed as qualified prospective renters with an emotional support dog.

The results were dismal. **Of sixty landlords tested, only 1 in 5 would accept an emotional support animal in accordance with fair housing laws.**

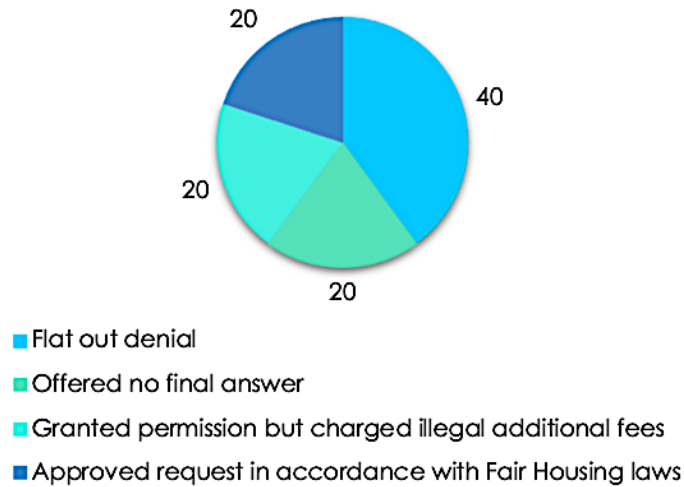
This outcome is surprising given that the Fair Housing Act makes it almost impossible for tenants to game the process or get around a no-pet policy when there is no genuine disability-related need for an animal. When faced with a request to accommodate an assistance or emotional support animal, landlords are within their rights to make sure that a prospective renter has a disability and that the emotional support animal is necessary to help address the disability. Landlords may ask for valid documentation and proof. Even if a tenant has this proof and an animal is necessary, a landlord may deny a request if the animal poses a documented threat to safety or property.

¹ See, e.g., O'Haire, M.E. & Rodriguez, K.E., *Preliminary efficacy of service dogs as a complementary treatment for posttraumatic stress disorder in military members and veterans*, J. OF CONSULTING & CLINICAL PSYCHOLOGY, 86(2), 179-188 (2018); Saunders, G. H., Biswas, K., et al, *Design and challenges for a randomized, multi-site clinical trial comparing the use of service dogs and emotional support dogs in Veterans with post-traumatic stress disorder (PTSD)*, CONTEMPORARY CLINICAL TRIALS, 62, 105-113 (2017).

² Chandler, C. K., *Animal assisted therapy in counseling* (2nd ed.), Routledge/Taylor & Francis Group (2012).

³ "Landlord" is a term that includes whoever is making the decision to rent, whether an owner, agent, or manager.

Housing Provider Responses to ESA Requests



What GNOFHAC found, however, is that a large percentage of landlords – 40 percent – had no interest in finding out specifics when a renter with a disability came calling. Those landlords categorically rejected *even considering* an exception to their no-pets policy for an emotional support animal, regardless of need or any other detail. If you are a person with a disability and require an emotional support animal, the landlords’ message may be summed up as: go elsewhere, you are not welcome to rent here.

Another 20 percent of landlords never provided a final answer regarding whether an emotional support animal might be allowed. Those landlords invariably expressed reluctance, difficulties, or even disdain regarding a requested accommodation, but took the request “under consideration” rather than deny it outright. None of those landlords followed up with their decision, and many did not respond to follow up contacts from the tester.

Further, 20 percent would not accept the emotional support animals without imposing additional fees and conditions. This kind of imposition is also discriminatory. The Fair Housing Act, as interpreted by the United States Department of Justice and Department of Housing and Urban Development, makes it is unlawful to impose additional fees and conditions for emotional support animals. Doing so penalizes renters for having a disability and for having a disability-related need.

That left a small minority of landlords – 20 percent – who approved an exception for the use of an emotional support animal (appropriately conditioned on providing valid documentation and proof) in accordance with fair housing laws.

GNOFHAC applauds this small group of landlords for accommodating the needs of persons with disabilities as obligated by law and refraining from engaging in illegal housing discrimination.

However, the investigation suggests that the vast majority of landlords are discriminating against people with disabilities and flagrantly violating fair housing laws. Renters with disabilities requiring emotional support animals face rampant discrimination and extended and difficult searches for housing. Compelled to reveal the deeply personal matter of an emotional or mental disability to a stranger in order to make the request, individuals face the demoralizing experience of hearing skepticism about the need for an emotional support animal, or bald and direct rejection (sometimes accompanied by laughter). GNOFHAC's investigation showed that even in cases of acceptance, persons with disabilities are often made to feel as though they were a source of imposition and inconvenience.

THE FAIR HOUSING ACT'S PROTECTIONS FOR INDIVIDUALS WITH DISABILITIES WHO REQUIRE ASSISTANCE ANIMALS

Federal laws define a person with a disability as any person who has “a physical or mental impairment that substantially limits one or more of such person’s major life activities”; has a “record of such impairment”; or is “regarded as having such an impairment.”⁴

Did you know?

The FHA definition of “disability” is broad and includes impairments, such as: hearing, mobility and/or visual impairments, chronic alcoholism, chronic mental illness, HIV infection, and mental or emotional conditions.



Such impairments can include, but are not limited to: hearing, mobility and/or visual impairments, chronic alcoholism, chronic mental illness, HIV infection, and mental or emotional conditions.⁵

The Fair Housing Act prohibits discrimination on the basis of disability.⁶ A landlord may not, because of a person’s disability, refuse to rent to them or impose different application or qualification criteria, rental fees or terms or conditions on persons with a disability.⁷

Significantly, the Act further protects individuals with disabilities by requiring a housing provider to reasonably **accommodate** a person with a disability by allowing exceptions to policies when necessary for the individual to use and enjoy a home.⁸

The “reasonable accommodation” provision of the Fair Housing Act is the relevant provision that applies when a person with a disability has a need for an assistance animal or emotional support animal. Many landlords have a no-pet policy or other pet restrictions; people requiring assistance or emotional support animals will require an exception to those policies in order to live in the housing.

⁴ 42 U.S.C. § 3602(h) (defining “handicap”).

⁵ 24 C.F.R. § 100.201 (a)

⁶ The “Fair Housing Act” is Title VII of the Civil Rights Act of 1968, codified at 42 U.S.C. § 3601, *et seq.* The Fair Housing Act was amended in 1988 by the Fair Housing Amendments Act to prohibit disability discrimination.

⁷ 42 U.S.C. §§ 3604(a)-(f).

⁸ 42 U.S.C. § 3604(f)(3).

Not All Disabilities are Obvious: Albert's Story

Many conditions that are not obvious to a stranger can constitute a “disability” under fair housing laws. This includes a wide range of mental impairments, such as depression and anxiety, to which emotional support animals are an effective treatment tool.

GNOFHAC's client, “Albert”⁹ suffers from such an impairment. He has extreme anxiety and a disorder that causes him to compulsively pull out his hair. When Albert's anxiety is not controlled, he has difficulty sleeping and working. He pulls out his hair and eyebrows.

Among the treatment options Albert discussed with his physician was an emotional support dog. Albert acquired Bruno, a large Husky mix that helped Albert feel secure. The emotional bond between Albert and Bruno reduced the symptoms of Albert's anxiety, and Albert was able to stay off medication and grow back his hair.

However, when Albert moved to a new home, his landlord demanded that Bruno be removed. Albert's landlord did not consider the dog an assistance animal because Albert's disability was not obvious and the landlord assumed that only service animals, like seeing-eye dogs, were protected by law. After Albert contacted GNOFHAC for help, Albert was able to keep Bruno. With Bruno by his side, Albert is better able to cope with the symptoms of his disability.

Reasonable Accommodations for Assistance Animals Under the Fair Housing Act

The Fair Housing Act is the primary law that applies to requests for emotional support animals in housing. Under the Fair Housing Act, a housing provider must make an exception to policies pertaining to pets if a person with a disability requires the use of an assistance animal.

The federal agency responsible for enforcing the Fair Housing Act – the U.S. Department of Housing and Urban Development (“HUD”) – defines an assistance animal as “an animal that works, 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.”¹⁰ Assistance animals can be any species and are not required to undergo specialized training to qualify for the Fair Housing Act's protections.

⁹ Client name and other identifying details changed to protect confidentiality.

¹⁰ HUD FHEO 2013-01 at 2.

The details of the law are set out in Section 804(f) of the Fair Housing Act and HUD's implementing regulations.¹¹ This section requires housing providers to make reasonable accommodations for persons with disabilities. A reasonable accommodation is a change in rules, policies, practices, or services so that a person with a disability has equal opportunity to use and enjoy a dwelling unit or common space.¹² A housing provider should do everything they can to assist, but is not required to make changes that create an undue financial or administrative burden. Reasonable accommodations should be considered at all stages of the rental process, including application, residency, or to prevent eviction.¹³

For individuals with disabilities using an assistance animal, housing providers are required to evaluate reasonable accommodation requests using the following analysis:

1. Does the person seeking to use and live with an emotional support or assistance animal have a disability, defined as a physical or mental impairment that substantially limits one or more major life activities?

2. Does the person making 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?¹⁴

If the answer to question (1) or (2) is "yes," then the reasonable accommodation request must be granted.

The housing provider must also grant the request if, where the disability and/or need for the assistance animal is not readily apparent, the seeker of the accommodation provides, upon a landlord's request, reliable documentation (such as a letter from a medical provider) within a reasonable time frame indicating both the disability and the disability-related need for the animal.

Did you know?



A landlord may ask for proof, like a letter from a doctor, counselor or someone familiar with the disability, but they are NOT entitled to confidential medical information.

¹¹ See 42 U.S.C. § 3604(f); 24 C.F.R. Part 100.

¹² See Joint Statement of the Department of Housing and Urban Development and the Department of Justice, *Reasonable Accommodations Under the Federal Fair Housing Act*, May 17, 2004, available at <http://www.hud.gov/offices/fheo/library/huddojstatement.pdf>.

¹³ https://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/disabilities/inhousing;

https://www.hud.gov/program_offices/fair_housing_equal_opp/reasonable_accommodations_and_modifications.

¹⁴ HUD FHEO 2013-1 at 3.

The request may only be denied if allowing an assistance animal would impose an undue financial or administrative burden or fundamentally alter the nature of the housing provider's services.¹⁵

Additionally, the request may be denied if the specific animal in question poses a direct threat to the health or safety of others or is likely to cause substantial physical damage. A denial on this ground cannot be based on speculation based on breed, size, or conduct of other animals; instead, the assessment must be based on the specific animal's actual conduct.¹⁶

When the conditions of a reasonable accommodation have been satisfied, the Fair Housing Act provides firm protection for tenants with disabilities needing assistance animals by requiring the housing provider to provide an exception to a "no pets" policy. A landlord's refusal to make a reasonable accommodation is an actionable violation of the Fair Housing Act, subjecting the housing provider to damages, civil penalties, and prevailing plaintiffs' attorneys' fees.¹⁷

Did you know?

A landlord must accept an assistance animal as long as there is no evidence that the animal is a threat to health, safety or property. This must be based on actual behavior, not assumptions about breeds or types of animals.



¹⁵ *Id.*

¹⁶ *Id.*

¹⁷ 42 U.S.C. § 3613.

GNOFHAC'S TESTING INVESTIGATION

Methodology

During March and April 2017, GNOFHAC used trained fair housing testers to contact housing providers in the Baton Rouge and New Orleans area to inquire about available units and existing pet policies to determine if providers would be willing to make a reasonable accommodation for someone with an emotional support animal. For testing purposes, the emotional support animal was a golden retriever named Charlie.

Testers are persons trained to pose as apartment or home seekers. Testers undergo extensive training including both classroom and field components before they can work on any investigations. Testers are taught to be objective fact-finders and to report, but not interpret, the results of their tests.



In *Havens Realty Corp. v. Coleman*,¹⁸ the Supreme Court recognized “testing” as a valid tool for investigating claims of housing discrimination. Both the U.S. Department of Justice and the Department of Housing and Urban Development use testing to conduct investigations of housing discrimination.

Testing sites were chosen randomly from advertised units in Baton Rouge and New Orleans metro areas. Ads were selected from online sources featured on: Craigslist.org, Zillow, Padmapper, Apartments.com and ForRent.com. Units tested were selected if a “no pet” policy was mentioned in the advertisement or on the housing provider’s website. In total, 60 tests were performed; equally split between New Orleans and Baton Rouge.

¹⁸ 455 U.S. § 363 (1982).

Findings

I. Categorical Refusals to Allow an Emotional Support Animal

Of the 60 tests conducted, 24 housing providers categorically refused to consider making any exception to their pet policy to permit an emotional support animal to live on the property. This translates to a discrimination rate of **40 percent**.

Notably, several of the providers said that emotional support animals are not “service animals” and so can be rejected. Others justified the denial because they believed they would have to permit all their tenants to have pets (“Yeah, I’m going to pass. I’d have to tell all the other people and I’d have 15 golden retrievers.”). Others simply said “no” and ended the call. One found the request for an assistance animal so absurd that he laughed: (“[laughs] unfortunately we cannot do that, I apologize.”).

The rejections ranged from courteous to rude, but all shared the commonality that the landlord felt no obligation whatsoever to entertain the idea of allowing an emotional support animal as required by law.

However, **blanket policies of not accepting emotional support animals violate the law.**

Landlords must examine each request on a case-by-case basis. If the disability or need for the accommodation is not obvious, the landlord must solicit the facts: is the tenant or prospective tenant disabled, does he or she need the assistance animal to alleviate

the effects of the disability, can the disabled individual follow up with reliable documentation, and would the specific animal pose a direct threat to safety, cause substantial property damage, or create an undue financial or administrative burden?



THE AMERICANS WITH DISABILITIES ACT (ADA)

AND THE

FAIR HOUSING ACT (FHA)

HAVE DIFFERENT RULES ABOUT ASSISTANCE ANIMALS



The ADA applies to public accommodations, like restaurants, buses and movie theaters.

The ADA refers to service animals

The ADA applies only to trained service animals (which can only be dogs or miniature ponies).



The FHA applies to housing, like apartments, homes, dorms, trailer parks and shelters.

The FHA refers to assistance animals

The FHA applies to BOTH trained service animals AND other assistance animals, like Emotional Support Animals, which do not have to be trained, and can be any type of animal, as long as it's reasonable.

Both the ADA and FHA prohibit people with disabilities from being charged any additional fees because of their service animals or assistance animals.

Those landlords that categorically denied assistance animals out of a belief that they must only accommodate “service animals,” either cited or applied the animal provisions of the Americans with Disabilities Act (the “ADA”). The ADA uses the term “service animal” and requires that the service animal have undergone professional-directed training, limits the types of service animals protected under the law to dogs and miniature horses trained to conduct specific tasks, and excludes emotional support animals.¹⁹

But the ADA is not the primary law that applies, if it applies at all.²⁰ The Fair Housing Act is the primary law that applies to requests for emotional support animals in housing, and its protections are much broader than those in the ADA. HUD refers to “assistance animals,” rather than service animals, and states that they are entitled to protection regardless of whether the animal assists with a physical condition (such as a seeing-eye dog) or an emotional or mental condition (such as an emotional support animal).²¹ Most importantly, in contrast to the ADA, the Fair Housing Act has no restrictions or limitations other than that the animal must truly assist in alleviating the symptoms or effects of a disability.

¹⁹ U.S. Department of Housing and Urban Development, FHEO Notice: *Service Animals and Assistance Animals for People with Disabilities in Housing and HUD-Funded Programs*, FHEO-2013-01 (April 25, 2013), available at https://archives.hud.gov/news/2013/servanimals_ntcfheo2013-01.pdf; https://www.hud.gov/program_offices/administration/hudclips/notices/fheo. Notably, regulations implementing the ADA exclude emotional support animals from those providing specific tasks. HUD FHEO 2013-01 (citing 28 C.F.R. §§ 35.104; 36.104).

²⁰ Typically, the ADA applies to public settings or entities receiving federal funds. In the housing context, the ADA applies to common areas within apartment complexes and leasing offices open to the public. *Id.* at 1 n. 2.

²¹ HUD FHEO 2013-01.

In practice, this means that animals that provide emotional support to persons with emotional or mental disabilities are qualifying animals under the Fair Housing Act. It also means that an individual with a disability retains the right to an assistance animal regardless of lack of training, breed, size, or type of animal.²² Also, the animal need not have been acquired for the purpose of assistance or emotional support, but as long as it serves that function (and can be documented to do so) such to address a symptom or effect of disability, it qualifies as an assistance animal.

Other landlords categorically denied assistance animals out of a belief that assistance animals are pets, i.e., a lifestyle choice or preference that the landlord is free to reject or place conditions upon. However, the federal agency responsible for enforcing the Fair Housing Act – the U.S. Department of Housing and Urban Development (“HUD”) – has clarified that **assistance animals are not pets**.²³ Rather, they are necessary for people with disabilities – including mental and emotional – to equally enjoy housing of their choice. As such, landlords cannot deny the use of such a true assistance animal any more than they could reject use of a wheelchair, as long as the assistance animal is a reasonable and necessary accommodation as set forth in the law.

Some landlords indicated disbelief that the animal was a true assistance animal, but rather that the individual labeled the pet an assistance or service animal in order to sidestep pet restrictions. However, the Fair Housing Act firmly protects against cavalier attempts to get around pet restrictions. Upon request, a tenant must provide valid documentation of both the disability and a need for the animal, i.e., that the animal actually assists in alleviating the symptoms or effect so the disability. In addition, a housing provider does not have to grant an exception for an animal that is unnecessary to assist with a disability, a direct threat to health or property, or imposes an undue burden. Those landlords who denied the assistance animal outright out of a belief that the animal was only a pet, rather than engaging with the testers to find out more information, also violated the law.

II. Discouraging Use of an Emotional Support Animal and Refusal to Provide Final Decision on Whether an Emotional Support Animal Would be Considered

Another twelve landlords tested declined to give a final answer as to whether a properly documented emotional support animal would be acceptable. While avoiding giving outright refusals (but never providing approval), every one of these twelve expressed firm reluctance in allowing the

²² HUD FHEO 2013-1 at 3.

²³ HUD FHEO 2013-01 at 2.

animal or made thoroughly discouraging comments. Some examples:

“I’ve got some good people interested right now and I’ll probably pick one of them. I don’t think I want a great big dog, especially not a long-haired dog.”

“They [the condominium association] don’t want to, no ... they would have to do a lot of checking out and that sort of stuff and of course you would have to sign waivers in case the dog did do anything and it would just be a whole ordeal.”

“I really don’t know, the condo rules [against pets] have been that way for 20-30 years but maybe if you have a service dog or something like that, but the whole complex is pet free ... And I’ve got an application on it now.”

“Big dog I’d have trouble with... I’d prefer not to if I have a choice ... I’m trying to avoid it if I could but I may consider it....”

“I’ve just had problems in the past, I don’t want to accept any more dogs If you’re willing to put an animal deposit, first month and last month’s rent and pet deposit than I might consider it. I might consider it. I would have to talk to someone about it and then get back to you.”

The attitude of these reluctant housing providers was best expressed candidly by a landlord in Baton Rouge:

“By law we have to rent to y’all even if I don’t want to, adamantly don’t want to, but have to. Except for what happens if the dog disturbs someone or causes any other problems... it gives me an exact excuse to evict. So, you can tell I’m adamantly opposed to dogs but when you mention like a seeing eye dog or something like that, then there are some laws that I have to comply with. And when you mention the emotion thing, I happen to think that’s bullshit but that’s just me being the conservative landlord that I am because pets have destroyed my property and I will never do it again unless I am forced to by law. Just thought I’d tell ya how I feel.”

Housing providers cannot unreasonably delay responding to a request for accommodation. Such a delay legally amounts to a denial.²⁴ In addition, Federal law prohibits housing providers from making comments intended to discourage prospective tenants to rent on the basis of their disability.²⁵ Such comments are hurtful and have the effect of making housing unavailable to people with disabilities by discouraging them from applying. People may not want to rent from

²⁴ *Groome Res., Ltd. v. Par. of Jefferson*, 234 F.3d 192, 199 (5th Cir. 2000).

²⁵ See 24 C.F.R. § 100.70.

landlords displaying discomfort with their emotional support animals, and others may decide it is not worth the time to pursue apartments when there is a chance that the landlord could deny them late in the process, resulting in wasted time, application fees, and missed living opportunities elsewhere.

If these twelve housing providers (20 percent of the sample) who withheld approval and thoroughly discouraged the use of an emotional support animal are counted among those who discriminated, the rate of discrimination rises to **60 percent**.

III. Refusal to Accept an Emotional Support Animal Without Extra Fees and Conditions

An additional twelve landlords did not rule out allowing an emotional support animal, but would only allow the animal if the tenant agreed to pay extra fees and abide by other conditions.

For example, one landlord stated that, to grant the exception to the no-pet policy, the tenant would have to pay for the cost of new carpet and window coverings and the cleaning of the apartment and HVAC system. Other landlords stated that they would charge a nonrefundable pet deposit (a fee by another name since the deposit would not be returned) of up to 400 dollars. Others required the purchase of special insurance in addition to a nonrefundable deposit. Others restricted the usage of the animal in addition to imposing fees and requiring special insurance, requiring that it remain in the apartment at all times.

However, if a disabled individual is entitled to a reasonable accommodation to have an assistance animal, a landlord may not require additional fees, deposits, and other conditions for having the animal (such as insurance). Such extra conditions and fees – essentially a disability tax – are considered discrimination under Fair Housing Act because, among other reasons, they make renting more burdensome for a disabled individual as opposed to a non-disabled individual.

An assistance animal is not a pet. It is a necessary, disability-alleviating tool, just as a wheelchair may be for a mobility-impaired individual. Each of these tools make it possible for disabled individuals to use and enjoy their homes on equal footing with the non-disabled, as they assist in alleviating the effects of a disability



that would otherwise make living in the home needlessly difficult or impractical due to their disability. A landlord may not impose a pet fee or deposit for an assistance animal any more than require an extra deposit for a wheelchair on the theory that it may scuff the walls. Such fees and deposits penalize a person for their disability. Also, these impositions may be motivated by a desire to deter a disabled prospective renter from applying.

With the consideration of the additional twelve landlords (20 percent of the sample) who imposed additional conditions and costs, the rate of discrimination rises to **80 percent**.

IV. Willing to Consider an Emotional Support Animal that is Properly Documented to Assist a Disability-Related Need of an Individual

A meager twelve landlords – 20 percent of the overall sample tested – were willing to consider an emotional support animal that is properly documented to assist a disability-related need of a disabled individual.

Even among these accepting landlords, some only did so begrudgingly after initial expressions of discouragement or tentative rejection. Some representative comments:

“I talked with the owner and he is unfortunately going to have to pass unless it is certified because that is illegal. If it’s against the law for him to deny your dog, then he will accept the dog but if it’s not then he’s not interested in it. I’ll have to contact our real estate attorney to see if an emotional support letter from your doctor is something that can be denied by the owner or if he would have to consider your pet... we don’t want to break any laws.”

“I feel bad saying no but I’ll tell you why. I wouldn’t want a dog to be barking and disturbing people in the main home.” [the agent ultimately reconsidered after getting further information and would allow an emotional support animal].

Even in instances where landlords were willing to accept an emotional support animal, most did so after still making disparaging comments that might cause a person with a disability to feel unwelcomed and demeaned.

CONCLUSION

Disabilities are not always obvious. Many people suffer from disabling emotional and mental impairments that are not readily apparent to others. People with such disabilities have the right to make informed medical decisions about how best to alleviate their symptoms. For many, emotional support animals are the answer.

Our investigation revealed that the vast majority of landlords tested were either ignorant of their responsibilities under fair housing laws, or worse, skeptical of the testers' disability and need for an animal. Some disparaged emotional disabilities, yet indicated they would accept support animals for people with physical disabilities. **Only 20 percent of New Orleans and Baton Rouge housing providers tested were willing to accommodate a documented need for an emotional support animal as required by law.** The rest denied the request altogether, strongly discouraged the tester from pursuing the housing, or conditioned the request on illegal fees.

Fair Housing Laws *require* housing providers to accommodate emotional support animals that lessen the symptoms of individuals' disabilities. Landlords who violate the law are potentially liable for damages, attorneys' fees, and civil penalties. If the disability or need for accommodation is not obvious, the landlord should simply just ask. Otherwise, landlords risk breaking the law and making housing out of reach for hundreds of thousands of Louisianans currently living with disabilities.²⁶

²⁶ 2017 Disability Status Report – Louisiana, Employment and Disability Institute at the Cornell ILR School, available at <http://www.disabilitystatistics.org/> (stating that 14.9 of individuals living in Louisiana have disabilities).

RECOMMENDATIONS

Fair Housing Training & Outreach Initiatives

One way to help eradicate housing discrimination is to ensure that housing providers are aware of their fair housing obligations and the consequences of violating fair housing laws. When it comes to emotional support animals, many providers may want to do the right thing, but not know how.

These findings suggest a need for expanded education and outreach to the community on fair housing laws. All landlords in the business of housing should additionally undergo mandatory fair housing training.

Rental Registration and Licensing Programs

While education is the first line of defense against housing discrimination, the findings also point to a larger policy problem: operating rental housing is an entirely unregulated business. Becoming a landlord in Louisiana requires no permits or business licenses. In contrast, someone seeking to be a barber must log 1,500 hours of education and training and pass a state exam. Landlords provide families with perhaps the most important product available – a place to call home – but there is no single process or point of entry to ensure they have received any information or training.

Across the country, hundreds of jurisdictions operate rental registration or licensing programs that ensure housing providers provide information to the municipality about their business and receive educational documents. The licensing programs generally also require rental units to meet basic health and safety standards. Best practices in these programs suggest using the process to provide all landlords with a manual laying out their responsibilities, standards of practice, and a recommended lease form.²⁷ Cities like Durham, NC, Milwaukee, WI, and Portland, OR all provide landlord manuals or training programs.²⁸

A landlord manual would be an excellent way to inform housing providers about their rights and obligations regarding emotional support animals and a recommended lease could also include language about emotional support animals. Some municipalities also offer landlord academies with educational programming that includes fair housing training. Landlords who attend the trainings are then entitled to waived or discounted fees as part of the registration or licensing program.

²⁷ Mallach, Alan. Raising the Bar: Linking Landlord Incentives and Regulation Through Rental Licensing. Center for Community Progress. November 2015. Pg. 18.

²⁸ Ibid, Pg. 27.

Appendix A

Do's and Don'ts of Emotional Support Animals for Housing Providers

1. **Do not** apply breed, size, and weight limitations to assistance animals. While dogs are the most common type of assistance animal, other animals may also be assistance animals.
2. **Do not** apply conditions and restrictions on assistance animals that might otherwise be applied to pets. For example, while housing providers may often require a pet deposit, they may not require pet deposits, or additional rent, for an assistance animal.
3. **Do not** deny a reasonable accommodation request because of uncertainty over whether the person seeking the accommodation has a disability or a disability-related need for an assistance animal.
 - a. If the disability is not readily apparent or known to the provider, **do** ask individuals to submit reliable documentation of the disability and the disability-related need for the assistance animal.
 - b. But **do not** ask for medical records. A note from a medical or other professional in a position to confirm the disability or the need is sufficient.
4. **Do not** require that the assistance animal be individually trained or certified.

Appendix B

Model Reasonable Accommodation Policy

Our community is committed to granting reasonable accommodations to our rules, policies, practices, or services when such accommodations may be necessary to afford people with disabilities the equal opportunity to use and enjoy their dwellings, as required by federal, state and local law. A reasonable accommodation may include an exception to a rule or policy that is needed because of a person's disability, or it may be a physical change to a unit or common area.

How to Make a Request

Our community accepts accommodation requests from persons with disabilities and those acting on their behalf.

If you are person with a disability requesting an accommodation or modification, we encourage you to make your request in writing. We also accept verbal requests. If you do not, or cannot submit a request in writing, we will document your request and provide you with a copy.

We will make a prompt decision on your request. In the event we need additional information to make a determination, we will promptly advise you of the information needed. It is our policy to seek only the information needed to determine if a reasonable accommodation should be granted under federal, state or local law. We will not ask about the nature or extent of your disabilities. We will only ask for verification of your disability or your need for accommodation if not obvious. We will accept verification from a doctor or other medical professional, or other qualified third party who, in their professional capacity, has knowledge about your disability and your need for accommodation. We will not ask you to release medical records to us.

How We Evaluate Your Request

It is our general policy to provide reasonable accommodations whenever an individual has a disability and there is a disability-related need for the requested accommodation. A request is generally reasonable if the accommodation would not impose an undue financial or administrative burden on us.

Each request is considered promptly on a case-by-case basis. If we are unsure about the reasonableness of your request or your need for accommodation, we will consult with upper management. If it is determined that your request is not reasonable, we will discuss with you whether there are other alternatives that might address your needs that might be reasonable.

Confidentiality

We will keep your request for accommodation and the information about your disability confidential except (1) to share with management employees who need information to make a decision to grant or deny your request, or (2) when disclosure is required by law.

Determination Letters

If we grant your request, you will receive a letter so indicating. If we deny the request, we will provide you with a letter stating all the reasons for our denial.

Appendix C

Example Accommodation Request for an Assistance Animal

[Your Name]
[Address]
[City, State, Zip Code]

[Landlord's Name]
[Name of Housing Complex]
[Address]
[City, State, Zip Code]

Re: Reasonable Accommodation Request

Dear [Landlord]:

I am [a tenant / applying to become a tenant] at [address]. I have a disability. My medical provider has prescribed me an assistance animal to help me cope with the symptoms of my disability, to enhance my ability to live independently, and to allow me to fully use and enjoy my housing.

I understand that you have a policy restricting pets. I am requesting that you modify your pet policy to allow me to have the assistance animal recommended by my medical provider as a reasonable accommodation under the Fair Housing Act.

Attached please find documentation of my disability and need for an assistance animal.

Please respond to this request in writing within ten days.

Thank you for considering my request. I look forward to receiving your response.

Sincerely,

[Signature]
[Name]

Appendix D

Example Medical Verification for Assistance Animal

[Name of professional (therapist, physician, psychiatrist)]
[Address]
[City, State, Zip Code]

[Date of the letter]

[Landlord's Name]
[Housing Complex]
[Address]
[City, State, Zip Code]

Dear [Landlord]:

[Full name of patient] is my patient, and has been in my care since [date]. I am thoroughly familiar with their medical history.

[Patient] has a mental impairment that substantially limits one or more major life activities. I am thoroughly familiar with [Patient's] condition and the substantial functional limitations of [Patient's] disability.

In order to help relieve the symptoms of [Patient's] disability, and to enhance [his/her/their] ability to fully use and enjoy your housing, I have prescribed [Patient] an assistance animal. Regular and routine contact with Patient's assistance animal is necessary to alleviate [Patient's] symptoms and to allow them to fully use and enjoy your housing.

Sincerely,

[Professional's Signature]
[Name of Professional].