



Iowa Health Care Association
Iowa Center for Assisted Living
Iowa Center for Home Care

Pets, Service and Emotional Support Animals in Assisted Living

*IHCA's Regulatory & Legal Team Work Group
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SERVICE/ASSISTANCE ANIMAL POLICY GUIDANCE

The Iowa Health Care Association's Regulatory and Legal team offer the following guidance on developing a service/assistance animal policy.

1. You may have a policy that prohibits pets in your Assisted Living (AL) program. If so, that should be in your occupancy agreement. If you do allow pets you will need a policy and procedure to describe how you will handle pets in the facility.
2. If a tenant wishes to come to your facility with a **certified service** dog, you would be required under the Fair Housing Act to allow the animal to reside with the tenant. These animals are usually for folks with visual impairments, seizure disorders, etc. and are specially trained animals and are not considered to be pets.
3. If a tenant wishes to bring an **emotional support or comfort animal** to your program and **is not specially trained with certification papers**, you should require documentation from the physician that states:
 - a. The tenant has a condition or a disability that may be benefited with the use of a comfort or emotional support animal
 - b. That the physician believes that the animal being considered helps relieve the symptoms of that disability or condition for the specific tenant

Unless you receive that documentation from the physician you would not have to admit the tenant and the animal to your program.

4. All animals residing in the program, whether you allow pets or they are service or comfort or emotional support animals should be subject to these guidelines:
 - a. Will be the sole responsibility of the tenant or family or another third party the family hires in terms of food, vet services, exercise, and all other care needs. The program could assume some responsibility of the animal care for a fee, however this sets an unwise precedent and is not recommended.
 - b. The tenant will have to prove that the animal is in good health, is properly licensed and has current immunizations for the entire occupancy in the AL.
 - c. All animals regardless of classification have to be properly trained and handled at all times. For instance, jumping on other tenants or visitors, incessant barking, inappropriate toileting, etc. won't be tolerated. You would probably need to allow certain service animals in the dining room, depending on the reason for the animal, however the animal would have to lay at the feet of the tenant/owner and not bother other tenants during the dining experience. (ADA requirements)

SAMPLE POLICY

Subject to this policy and subject to documentation of disability issued by a physician, psychiatrist, or other mental health professional to (name of facility) Residents (hereafter "Resident") may own a service/assistance animal domiciled in their apartment. This policy is subject to all applicable federal and state laws. This policy does not allow any arrangements not required by applicable federal and state laws nor does it permit an actions or arrangements not required by applicable federal and state laws.

A. Prior to keeping a service/assistance animal in a (name of facility) apartment, Resident must provide:

1. A current license issued by the appropriate governmental authority, if applicable;

2. Evidence that the service/assistance animal has received current vaccinations including but not limited to rabies and distemper inoculations or boosters, if applicable.

B. All Residents with service/assistance animals shall comply with the following rules:

1. At least one Resident of the apartment demonstrates the capability to care for the service/assistance animal.

2. Only one service/assistance animal per apartment will be permitted.

3. When outside the apartment, dogs and cats must be kept on a leash, controlled by an adult.

4. Resident shall not permit their service/assistance animal to disturb, interfere with, or diminish the peaceful enjoyment of other Residents or neighbors. Complaints of disturbances in violation of this policy (in the discretion of (name of facility)) may result in the revocation of the service/assistance animal permit.

5. Resident must provide litter boxes for cat waste, which must be kept inside the apartment. Residents shall not permit refuse from litter boxes to accumulate or to become unsightly or unsanitary.

6. Resident is solely responsible for cleaning up service/assistance animal droppings, if any, outside the apartment. Droppings must be disposed of by being placed in an appropriate sealed container, and then placed in a refuse container. Residents are responsible for properly disposing of all service/assistance animal waste in a proper refuse container.

7. Resident shall take adequate precautions and measures necessary to eliminate service/assistance animal odors within or around the apartment and shall maintain the apartment and (name of facility) grounds in a sanitary condition at all times.

8. If service/assistance animals are left unattended for a period of twenty-four (24) hours or more (for dogs, 12 hours), representatives of (name of facility) may contact the Attendant, identified in Section 12 below to assure care is being provided. If the Attendant cannot be reached, or does not respond to (name of facility)'s contacts regarding the need for care of the animal, (name of facility) may enter the apartment, remove the service/assistance animal, and transfer it to the proper authorities or a local veterinarian, subject to the provisions of Iowa law and local ordinances. (name of facility) accepts no responsibility for the animal under such circumstances.

9. Resident may not alter their apartment in order to create an enclosure for any service/assistance animal without prior approval from (name of facility).

10. Resident is responsible for all damages caused by their service/assistance animals, including fumigation of apartments.

11. In the event of the death of a service/assistance animal, Resident shall properly remove and dispose of the remains.

12. Resident must identify an attendant for service/assistance animals in the event of Resident(s) absence from the apartment.

C. The protocols for maintaining a service/assistance animal in a (name of facility) apartment shall be subject to the rules set forth herein. The agreement to maintain an animal may be revoked at any time by (name of facility) if, after giving the Resident written notice of non-compliance with the

rules, including when the animal is observed to be destructive, creates a nuisance, creates unresolved cleanliness or sanitation problems, represents a threat to the safety or security of other Residents and neighbors, or affects the peace and well-being of Residents, and the Resident (or Attendant) fails to correct the non-compliance within five days.

Failure by a Resident to remove an animal following written notice of revocation of this Agreement, may result in termination of the tenancy agreement, as allowed and permitted by law.

I/we have received, read, and understand the above policy provisions regarding the keeping of service/assistance animals and agree to abide by those provisions as they may from time to time be amended by (name of facility).

Resident

Date

Resident

Date