



Guidance for Landlords: Handling Service Animals in “No Pets” Properties

As a valued client of James G. Dibbini & Associates, P.C., we are committed to keeping you informed on important legal considerations in property management. One question that often arises is how to handle a situation where a tenant moves in a service animal, despite a “no pets” policy in the lease.

Understanding the Legal Framework

Under the federal Fair Housing Act (FHA) and New York State Human Rights Law, tenants with disabilities may request reasonable accommodations, which include keeping a service animal or emotional support animal (ESA) even if there is a no-pet policy in place. These laws apply to residential landlords and property managers, requiring them to make exceptions for qualified service or emotional support animals.

What Should Landlords Do?

1. Evaluate the Request Promptly:

If a tenant submits a request to keep a service animal, landlords should handle the request in a timely and professional manner. The tenant must demonstrate that the animal is necessary due to a disability, but landlords cannot demand extensive medical documentation or invasive information.

2. Request Appropriate Documentation:

While you cannot ask for detailed medical records, landlords can request verification that the tenant has a disability and that the animal provides assistance related to the disability. For service animals, a note from a healthcare provider or documentation of the animal’s training may be sufficient.

3. Understand the Difference Between Service Animals and ESAs:

Service animals are trained to perform specific tasks for individuals with disabilities, while emotional support animals provide comfort and emotional stability. Both are protected under the FHA, but service animals have broader protections under the Americans with Disabilities Act (ADA), particularly in public spaces.

4. No Pet Deposits or Fees:

Landlords cannot charge additional fees, deposits, or surcharges for service animals or ESAs. However, tenants can still be held responsible for any damage the animal causes, just as with other tenant-related damage.

5. Reasonable Accommodation:

While landlords are required to allow service animals and ESAs as a reasonable accommodation, the presence of the animal should not impose an undue financial or administrative burden, or fundamentally alter the nature of the housing provided.

However, in most cases, permitting the animal is expected.

6. Confirm Your Rights:

You have the right to request reasonable documentation but should avoid outright refusal unless the request poses a direct threat to the health or safety of others or would cause significant property damage that cannot be mitigated.

Best Practices Moving Forward

- **Review and update your lease agreements** to clarify your policies on reasonable accommodations for service animals and ESAs.
- **Educate staff and property managers** on the legal obligations regarding service animals to avoid potential discrimination claims.
- **Document all interactions** related to the request to ensure compliance with the law and protect yourself in the event of a dispute.

We understand the complexities that come with being a landlord, especially when navigating sensitive legal issues like these. Should you have any specific questions or need assistance handling a situation involving a service animal, our team is here to guide you through the process.

Please feel free to contact our office at 914-240-8270 or via email at jdibbini@dibbinilaw.com for further assistance.

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