Seattle Pacific University

Assistance Animal Policy for University Housing

Seattle Pacific University (***SPU*** or ***University***) provides reasonable accommodations so that its students with disabilities can have an equal opportunity to use and enjoy their University housing, as required by applicable federal, state, and local law, including the Fair Housing Act (***FHAct***). A reasonable accommodation may include a change or exception to a rule or policy that is needed because of a person's disability. It is the University's policy to provide reasonable accommodations to students with disabilities whenever an individual has a disability and there is a disability-related need for the requested accommodation. A disability-related need for a requested accommodation exists when there is an identifiable relationship, or nexus, between the requested accommodation and the individual's disability.

The University will try to make timely decisions on requests for accommodations. If a request is time sensitive, please indicate that at the time of the request. If the University needs additional information to make a decision, the University will inform the requester of the information needed. The University will seek the information necessary to verify whether the resident is a person with a disability and to evaluate if a reasonable accommodation is necessary to provide the resident an equal opportunity to use and enjoy University housing. If the University grants the request, the University will inform the resident (or requester) by letter or email.

The University may deny the requested accommodation if it is unreasonable. The University may also explore alternative accommodations with a student that are equally effective at meeting an individual's need. A request is unreasonable if providing it would impose an undue financial or administrative burden on the University or fundamentally alter the nature of the University's operations, among other reasons (for example, if it poses a direct threat to the health or safety of the resident or others). If the University denies the request, it will provide the resident a letter explaining the reasons for the denial. If the University believes the requested accommodation may pose an undue financial or administrative burden or a fundamental alteration to the nature of the University's operations, it will schedule a meeting at a mutually convenient time to discuss possible alternative accommodations that would not impose an undue burden or result in a fundamental alteration. The University will not ask a resident to accept an alternative accommodation unless the University believes the alternative meets the resident's disability-related needs. If agreement on an alternative accommodation is not reached, the University will notify the resident of the University's decision.

If an individual with a disability believes the request has been denied unlawfully or a response has been unreasonably delayed, then the individual may file a grievance using the Nondiscrimination Complaint Procedures in the Student Handbook.

Other than Service Animals and Assistance Animals, SPU policy generally

prohibits residents from having animals of any type in University housing. SPU allows Assistance Animals that are necessary to provide individuals with disabilities an equal opportunity to use and enjoy University housing. This Assistance Animal Policy for University Housing (***Policy***) explains the specific requirements applicable to an individual's use of an Assistance Animal in University housing. SPU reserves the right to amend this Policy as it deems appropriate. This Policy applies solely to Assistance Animals. This Policy does not apply to S***ervice Animals*** as defined by the Americans with Disabilities Act Amendments Act (***ADAAA***) and SPU's Service Animal Policy.

No resident may have an Assistance Animal in University housing until the individual's request for a reasonable accommodation has been approved under this Policy and the resident has signed an Assistance Animal Agreement.

1. Definitions.

1.1 **Assistance Animals.** ***Assistance Animals*** are animals that work, provide assistance, or perform physical tasks, for an individual with a disability or provide necessary emotional support to an individual with a mental or psychiatric disability that alleviates one or more identified symptoms of an individual's disability. Assistance Animals are **not** Service Animals. For more information about Service Animals, please see SPU's Service Animal Policy. Some Assistance Animals are professionally trained, but in other cases Assistance Animals provide the necessary support to individuals with disabilities without any formal training or certification. Dogs are commonly used as assistance animals, but Assistance Animals are not limited to dogs. Assistance Animals may be identified by different names, including companion animal, therapy animal, or emotional support animal.

1.2 **Definition of Disability under the FHAct.**

(A) The FHAct definition of a person with a disability includes individuals with a physical or mental impairment that substantially limits one or more major life activities.

(B) Under the FHAct definition, a substantially limiting impairment is one that impairs the ability of the person to perform a major life activity as compared to the average person in the general population. The definition takes into account any mitigating measures (for example, medication or other treatment or therapies) the person uses that may relieve the substantial limitations caused by the impairment. If the mitigating measures eliminate the substantial limitation caused by the impairment, the person does not have a disability under the FHAct.

1.3 **Owner.** For purposes of this Policy, an ***Owner*** is the individual who has received approval to bring an Assistance Animal into University housing.

2. Procedure for Requesting Assistance Animal in University Housing

A student with a disability seeking a reasonable accommodation to have an Assistance Animal in the student's University housing unit must follow the following procedures to establish the student's eligibility to receive that accommodation. DSS will conduct an intake meeting with a student to discuss options for reasonable accommodations in University housing. DSS may consult with other University staff (e.g., Residence Life, Student Counseling Center, Office of Housing and Meal Plans) to determine whether a requested accommodation is necessary and reasonable.

2.1 **File requests with the Assistant Director for Disability Support Services in the Center for Learning.**

(A) An individual with a disability seeking a reasonable accommodation must complete and submit a Disability Accommodation Request Form for University Housing (***Request Form***). Copies of the Request Form are available from DSS. Please contact DSS if you need help completing the Request Form because of a disability, and DSS will provide assistance.

(B) The University will consider requests for reasonable accommodations in University housing at any time. The individual making the request for an accommodation should complete and provide the Request Form to DSS as soon as practicably possible before moving into University housing. However, if the request for accommodation is made after the designated deadlines for students seeking University housing (i.e., April 30th for returning students and June 1st for new students), there is a greater chance the University may not be able to meet the individual's accommodation needs during the first quarter or term of occupancy.

(C) If the need for the accommodation arises when an individual already resides in University housing, the resident should contact DSS and complete the Request Form as soon as practicably possible. The University may not be able to meet the accommodation need during the quarter or the term in which the request is received.

2.2 **Information that May Be Requested in Housing-related Reasonable Accommodation Requests.** DSS will request information necessary to verify whether the individual making the request has a disability (if the disability is not obvious) and to evaluate if the reasonable accommodation is necessary to provide the individual an equal opportunity to use and enjoy University housing.

(A) **Obvious Disability**. If the individual's disability and the necessity for the accommodation are obvious (for example, a person with a physical disability using a wheelchair needs an accessible room), the individual need only explain what type of accommodation the individual requests. No verification of disability or necessity is required under those circumstances. Requests for Assistance Animals (especially for emotional support) do not usually fall into this category.

(B) **Nonobvious Disability or Necessity**.

(1) If the disability is obvious, but the need for the accommodation is not obvious, the University may require the individual to complete the Disability Accommodation Verification Form (***Verification Form***). The Verification Form should be signed by a reliable third party who verifies that the requested accommodation is necessary to provide the individual an equal opportunity to use and enjoy University housing. A sample Verification Form is attached to the Request Form**[link].** In the case of a request for an Assistance Animal to provide disability-related emotional support, the verifier should be a physician, psychiatrist, social worker, or other mental health professional and should provide documentation that the animal provides emotional support that alleviates one or more of the identified symptoms or effects of an existing disability.

(2) If the disability and necessity for the accommodation are **not** obvious, then DSS will require the individual to sign the Verification Form and have it completed and signed by a reliable third party (for example, a health or social service professional) who can verify that the individual has a disability and that the requested accommodation is necessary to provide the individual an equal opportunity to use and enjoy University housing.

(3) A reliable third party is someone who is familiar with the individual's disability and the necessity for the requested accommodation. A reliable

third-party includes a doctor or other medical professional, a peer support group, or a non-medical service agency (for example, the National Association of the Deaf). In the case of a request for an Assistance Animal to provide emotional support, reliable third party should be a physician, psychiatrist, social worker, or other mental health professional.

(4) After receiving the completed Verification Form from a reliable third party, DSS will determine if an accommodation is necessary because of a disability to provide the individual an equal opportunity to use and enjoy University housing.

(5) If the third party verifier returns the Verification Form without sufficient information for DSS to determine whether an accommodation is necessary, then after receiving the Verification Form, DSS will inform the resident in writing of the verification's insufficiency and may request additional information, including speaking directly with the person providing the verification.

(6) The resident will cooperate with DSS in a timely manner in providing all information needed to determine whether a requested accommodation is necessary.

2.3 **Determining Whether a Requested Accommodation is Reasonable.**

(A) DSS may deny the requested accommodation if it is not reasonable. DSS may also discuss one or more alternative options that DSS believes are reasonable and that would equally address the student's need. DSS may consult with the Office of Housing and Meal Plan Services and other University administrators in making these determinations.

(B) A requested accommodation is not reasonable if it:

(1) imposes an undue financial or administrative burden;

(2) fundamentally alters University housing policies;

(3) poses a direct threat to the health or safety of the individual or others or would cause substantial property damage to the property of others, including University property; or

(4) is otherwise unreasonable to the operation of the University.

(C) In the case of Assistance Animals, University housing is unique in several aspects, including the mandatory assignment of roommates for many individuals and the requirement that residents share a room or a suite in certain residence halls.

(1) To ensure the presence of Assistance Animals are not an undue burden or fundamental alteration of University housing, the University reserves the right to assign an individual with an Assistance Animal to a single room without a roommate.

(2) For all requests for Assistance Animals, DSS may consult with Residence Life and the Office of Housing and Meal Plan Services in making a determination on a case-by-case basis of whether the presence of an Assistance Animal is reasonable.

(3) The University may consider the following factors, among others, in determining whether the presence of the animal is reasonable or in the making of housing assignments for individuals with Assistance Animals:

(a) The size of the animal is too large for available assigned housing space;

(b) The animal's presence would force another individual from individual housing (for example, the other individual has serious allergies);

(c) The animal's presence otherwise infringes on the ability of others to have peace and quiet enjoyment in their living areas;

(d) The animal is not housebroken or is unable to live with others in a reasonable manner;

(e) The animal's vaccinations are not up-to-date;

(f) The animal poses or has posed in the past a direct threat to the individual or others (for example, injuring or displaying aggressive behavior towards the individual or others); or

(g) The animal causes or has caused excessive damage to housing beyond reasonable wear and tear.

(D) SPU will not limit room assignments for individuals with Assistance Animals to any particular building or buildings because the individual needs an Assistance Animal.

2.4 **Approval Process.**

(A) If DSS determines a requested accommodation is necessary and is not unreasonable, it will contact the individual to arrange a meeting to discuss the implementation of the accommodation.

(B) If a request for an accommodation for an Assistance Animal is granted, then the student must sign and return an Assistance Animal Agreement. The agreement includes, among other things, the student's responsibilities regarding the Assistance Animal. The Assistance Animal Agreement form will be provided to the Owner by DSS once a request for accommodation is approved.

2.5 **Denial of Accommodation and Appeal.** If a student believes that a requested accommodation has been denied unlawfully and the student wishes to appeal the decision, the student may make a complaint pursuant to the Nondiscrimination Complaint Procedures in the Student Handbook.

3. Access to University Facilities by Assistance Animals

3.1 **Restrictions on Assistance Animals.**

(A) An Assistance Animal must be contained within the Owner's privately assigned individual living unit (for example, the room assigned to the individual), except to the extent the Owner needs to take the animal out for natural relief at designated areas on campus or the Owner needs to leave the Owner's unit to take the animal off-campus. Assistance Animals are not allowed anywhere else on the University's campus. When bringing an Assistance Animal outside the Owner's private individual living unit for natural relief breaks or to leave campus, the animal must be on a leash or in a carrier in the Owner's immediate control. Owners wishing to exercise their Assistance Animals must do so off campus because (except for Service Animals) dogs and other animals are not allowed on the Seattle Pacific University campus.

(B) An Assistance Animal must be properly housed and must at all times be restrained or otherwise under the dominion and control of the animal's Owner. An animal found running at large, is subject to capture and confinement and immediate removal from University housing.

4. Some of the Owner's Responsibilities

The Owner's responsibilities are described in the Assistance Animal Agreement. Some of the Owner's obligations are described below.

4.1 **Care of the Assistance Animal; Evacuation.** An Owner is 100% responsible for the Owner's Assistance Animal and may not rely on others or the University for proper care or supervision of the animal. Among other things, this means the University is not responsible for removing the animal during any emergency evacuation. Emergency personnel will determine whether to remove the animal and are not responsible for the care, damage to, or loss of the animal.

4.2 **The Animal Must Not Be Disruptive or Pose a Risk of Harm.** Assistance Animals should not be disruptive (excessive noise, barking, etc.), and must not pose a direct threat to the health or safety of the Owner or others (including growling, biting, clawing, jumping on others, and other aggressive behavior).

4.3 **Animals May Not Be Left Unattended Overnight.** An Owner may not leave the Owner's Assistance Animal unattended overnight in University housing.

4.4 **Owner Responsible for Damage.** Though SPU does not require a pet deposit for Assistance Animals, Owners are financially responsible for any damage caused by the Assistance Animal (beyond reasonable wear and tear), whether the damage is to University property or the property of another student or other person.

4.5 **Abuse or Neglect.** An Owner who abuses or neglects the Assistance Animal may be reported to local law enforcement and may also lose the right to have an Assistance Animal in University housing.

4.6 **Cleaning Up After the Animal.** Assistance Animals must be housebroken. The Owner must promptly and thoroughly clean up and properly dispose of the animal's waste in a safe and sanitary manner and in areas designated by the University so that there is no stain or odor. The Owner must have the animal use animal relief areas designated by the University or, if no areas are designated on campus, must have the animal go off campus for relief. The Owner must ensure that animal feeding areas and animal food storage is clean and sanitary. If an animal becomes ill or has an injury, the Owner must ensure that proper and adequate veterinary medical care is provided and that recommended medical treatment is given.

4.7 **Term of Reasonable Accommodation.** The Assistance Animal is allowed in

University housing only as long as it is necessary because of the Owner's disability. The Owner must notify Disability Support Services in writing if the Assistance Animal is no longer needed or is no longer in residence.

4.8 **Replacing an Assistance Animal.** To replace an Assistance Animal, the new animal must be necessary because of the Owner's disability and the Owner must follow the procedures in this Policy when requesting an accommodation for a different Assistance Animal.

4.9 **Disclosure of Information.** The Owner must provide written consent for DSS to disclose information regarding the Owner's request for and presence of the Assistance Animal to those individuals who may be impacted by the presence of the animal or involved in administration regarding the animal, including the Office of Residence Life and students who may be impacted by the presence of the animal.

5. Removal of Assistance Animal

5.1 **Removal Decision.** The University may remove or may require the Owner to remove the Assistance Animal from University housing if:

(A) The animal injures any person or other animal or otherwise poses a direct threat to the health or safety of the Owner or others, or causes substantial property damage to University property or the property of others;

(B) The animal's presence results in a fundamental alteration of University housing or another University program;

(C) The Owner does not comply with this Policy or the Assistance Animal Agreement;

(D) The animal or its presence creates an unmanageable disturbance or interference within the University community; or

(E) The Owner no longer needs the Assistance Animal as a reasonable accommodation for the Owner's disability.

5.2 **Basis for Determination of Removal**. In cases of removal decisions involving the behavior of the animal, the University will base its determinations on the behavior of the particular animal at issue. Any removal of the animal will be done in consultation with the DSS Coordinator and may be appealed using the Nondiscrimination Complaint Procedures in the Student Handbook.

5.3 **Owner's Continuing Financial Obligation.** If an Assistance Animal is removed from University housing for any reason, the Owner must still fulfill the Owner's housing obligations for the remainder of the housing contract.

6. Confidentiality and Recordkeeping

In processing requests for reasonable accommodations, the University will take all steps required by applicable federal, state, and local law to protect the confidentiality of any information or documentation disclosed with those requests.

7. Non-retaliation Provision

SPU will not retaliate against any person because that individual has requested or received a reasonable accommodation in University housing, including a request for an Assistance Animal.