



Assistance Animal Care Expectations

In accordance with the Fair Housing Act (FHA), Disability Services (DS) provides reasonable accommodations to residents living with a documented disability. Housing and Dining (H&D) policy allows assistance animals to live with residents in their housing units upon approval from DS. The resident will be asked to provide documentation verifying: 1) the resident has a disability as recognized under the Americans with Disabilities Act, 2) the animal is necessary to afford the resident with a disability an equal opportunity to use and enjoy a dwelling; and 3) there is an identifiable relationship or nexus between the resident's disability and the assistance that the animal provides. Residents who are approved to have an assistance animal in university housing must comply with the provisions of this agreement and by virtue of bringing an assistance animal into their housing unit agree to do so.

Assistance animals are not considered service animals and are not permitted in any area other than the resident's dwelling and the hallways for transit purposes.

H&D may exclude an assistance animal from housing if the animal: 1) poses a direct threat to the health or safety of others, 2) would cause substantial physical damage to University property or the property of others, 3) would pose an undue financial and administrative burden, or 4) results in a fundamental alteration of any H&D operations or program(s). The Resident must promptly comply with any such request to exclude the assistance animal and if the Resident fails to do so, H&D may take action to remove the animal.

An assistance animal is only allowed to stay in housing units for as long as the resident has a disability-related need for the animal. Residents are required to notify H&D if the animal is no longer necessary or no longer in residence.

Requirements for Animal Care

- The Resident's assistance animal must be housebroken or contained in an appropriate habitat. They are responsible for properly containing and disposing of all animal waste, in accordance with [Disability Services Service and Assistance Animals](#).
- Indoor animal waste must be placed in a sturdy bag and tied securely before being disposed of in an approved outdoor waste receptacle. Outdoor animal waste must be immediately retrieved, placed in a plastic bag, and securely tied before being disposed of in outdoor waste receptacles.
- The Resident will maintain direct control of the animal at all times, such as by a harness leash, or other tether. The animal must be leashed, caged, or otherwise within the Resident's physical control while outside of the Resident's assigned residence.

- The animal must not pose a direct threat to the health or safety of others. If the resident cannot effectively control the animal or if it poses a direct threat to the health or safety of others, permission to keep the animal may be rescinded until such time that the problem is rectified.
- Routine care of the animal is required and includes, but is not limited to, flea and tick prevention, deworming, and annual veterinary examinations.
- The Resident's assistance animal shall have current vaccinations and display appropriate tags at all times during the animal's residency with H&D, to the extent applicable and required by Title 4 or Title 6 of the Boulder Municipal Code. DS has the right to request updated veterinary records at any time during the animal's residency.
- The Resident's assistance animal, when appropriate, shall have a tag that identifies the owner and contact information in case of emergency.
- The Resident will not leave the animal unattended in the dwelling for more than 24 hours.
- The Resident will notify roommates about the animal prior to it entering the dwelling. The notification will include the type of animal and size. The resident will initiate and comply with a roommate agreement specific to the assistance animal.
- The animal cannot be cared for by a roommate or be left with someone else unless that person is listed below as an emergency caretaker. If any animal neglect is suspected, H&D staff will contact the resident, CUPD, and/or the Humane Society of Boulder Valley.

Additional Agreements

- The Resident is financially responsible for the actions of the assistance animal including bodily injury, property damage, replacement of furniture, carpet, blinds, etc. the Resident is expected to cover all costs of returning the unit to the same condition of move-in. This may include cleaning all carpets and furniture to remove pet odors, dander, hair, etc.
- If fleas, ticks, or other pests are detected in the dwelling, the unit will be treated by the university approved pest control services. Those costs will be charged to the Resident's account.
- H&D reserves the right to reassign resident's if care of the assistance animal or interactions with others become a concern.
- H&D personnel shall not be required to provide care or food for any Assistance Animal including, but not limited to, removing the animal during emergency evacuation for events such as a fire alarm. Emergency personnel will determine whether to remove the animal and may not be held responsible for the care, damage to, or loss of the animal.
- In the event Housing Facilities require access to the Resident's dwelling, the Resident may be requested to temporarily remove the animal or arrange a time to be present with the animal during maintenance.
- Failure to hold to these expectations may result in a complaint being filed with Student Conduct and Conflict Resolution or Residential Life.