

Emotional Support Animal Policy
Residence Life
Abilene Christian University

Abilene Christian University seeks to provide an environment that promotes a sense of safety and belonging for all students. The Office of Residence Life looks to further that goal by providing a space where every resident on our campus finds a sense of community and feels a sense of home. We understand that in order to ensure this for every student, Emotional Support Animals are a good and necessary part of our community. An Emotional Support Animal is an animal that provides a therapeutic benefit to its owner through companionship. The animal is viewed as a "Reasonable Accommodation" under the Fair Housing Amendments Act of 1988 to those housing communities that have "no pet" rules. Those seeking an Emotional Support Animal must meet the number of requirements outlined below.

No animal will be permitted in residence halls that:

- Is not approved through the Office of Residence Life.
- Poses a direct threat to the health or safety of others.
- Would cause substantial physical damage to the property of the University and/or other residents.
- Would pose an undue financial and administrative burden to the University.
- Would fundamentally alter the nature of the University's housing operations.

Process:

The resident should begin the process of applying for an ESA waiver well in advance of the beginning of the semester in which they want to bring their animal to campus. The process to apply will be as follows:

- Resident has documentation from medical or mental health professional (as defined and described below).
- Resident applies for an ESA using Emotional Support Animal Residential Application Form and provides documentation as noted below.
- Resident's roommate must also sign the ESA Roommate Agreement, which elaborates on responsibilities and liabilities of the roommate of the resident with the animal. If the resident is assigned a roommate and an application is received without the ESA Roommate Waiver, the application will not be considered.
- Resident's application is reviewed by Residence Life staff and a decision is communicated to the student. All applications that do not submit correct documentation or where animals do not meet the guidelines specified below will be denied. If it can be provided, applications which require additional documentation may be re-submitted.
- Applications which are denied may be appealed to the Residence Life Appeals Committee, which periodically meets to review appeals of various residential policies.

- Residents whose applications are approved must meet with the Resident Director of the building in which they will live to meet and discuss the animal, review the rules stated in this document, and outline the areas in the building where the animal may and may not have access.

Required Documentation:

- Physician Approval:
Written documentation from a doctor or other mental health professional that explains how this accommodation helps or mitigates symptoms of an illness or disability. Resident does not need to disclose the illness or disability, only the documentation from the health professional is needed.
 - The MACCC does not provide specific documentation supporting the need for animals associated with mental health treatment including service animals, psychiatric service dogs, emotional support animals or therapy animals.
- Veterinarian Documentation:
 - All Animals must have the following submitted at the time of application.
 - These documents must remain on file with the Office of Residence Life and must be kept up to date by applicant:
 - Certificate of Vaccination: Up to date and complete
 - Current Statement/Certificate of Health: Signed by Vet
 - Current tags: Both for identification and for rabies vaccination. Tags
 - must be worn at all time
 - Documentation of spay/neuter of the animal.
- Statement of Established Relationship: Attached
- Roommate Agreement Form: Attached

Animal Guidelines:

- Relational and temperament guidelines:
 - Animal must have an established non-violent and/or non-threatening temperament. A specific animal can be restricted from the premises by the Director or a designee based on any confirmed threatening or territorial behavior. Animals that are classified as “Dangerous” (Texas Health and Safety Code Title 10., Chapter 833, Subchapter A, Sec. 822.041) will not be permitted.
 - Resident must have an established relationship with animal for no less than three weeks. This includes, but is not limited to, a three-week period of consecutive cohabitation between the animal and the resident as well as the establishment of a commitment for continued care of the animal as is appropriate and necessary for the mitigation of symptoms of the aforementioned illness/disability of the resident.
- Animal specifics:
 - Must be a dog or cat. Requests for other animals are subject to additional approval processes.

- Animal must not exceed 40lbs.
- Animal must be potty trained, hygienic, and safe for all residents.

Standards of Behavior for Residents and Animals:

Health, sanitary, safety, and disruptive standards must be maintained as follows:

- Animals require food, attention and an assessment of their general health, behavior and overall welfare daily.
- Animals cannot be left unattended overnight at any time. If the owner must be away, the animal must either be taken or arrangements must be made for the animal's care outside of the hall. The animal cannot remain in the hall and have a roommate or other resident feed and care for it.
- Animals must be taken outside to relieve themselves. All animal waste that occurred accidentally, inside the hall, must be cleaned IMMEDIATELY and disposed of in the garbage dumpsters outside the residence hall. Animal feces may not be disposed of in any trash receptacle or through the sewer system inside any building on the ACU campus. Resident is responsible for any damage caused by or odors left as a result of animal waste.
- Residents with cats must properly maintain litter boxes. In consideration of the health of the cat and occupants of the residence hall room, cat litter box contents must be disposed of properly and regularly. The litter box must be changed with new cat litter regularly as outlined by the manufacturer.
- Animal feces or urine within the residence hall room must be promptly cleaned up using appropriate cleaning products.
- Regular and routine cleaning of floors, kennels, cages, and litter boxes must occur. The odor of an animal emanating from the residence hall room is not acceptable. (see Cleaning Section below)
- Any flea infestation must be attended to promptly by the contracted professional extermination through ACU Physical Resources at owner's expense. Owners are expected to promptly notify the Resident Director or ACU Physical Resources via the assigned email address and arrange for extermination when a flea problem is noted. Animal owners may take some precautionary measures such as: flea medications prescribed by veterinarians, flea and tick collars, or taking your animal to the veterinarian for flea and tick baths. Because not all of the precautions listed above can prevent flea and tick infestations, the owner is responsible for extermination costs after vacating the residence hall room.
- Animals must not be allowed to disrupt others (e.g., barking continuously, growling, yowling, howling, etc.). If the behavior of an animal can be addressed by the owner and the owner can change the behavior of an animal so the pet does not have to be removed, then a written action plan must be submitted by the owner. The action plan must outline the action to take place to alleviate the problems and also must give a deadline as to length of time the plan will take to complete. Any action plan must meet the approval of the Residence Life staff.

- If a resident or their animal is determined to be in violation of the terms of this agreement, the approval will be cancelled and the owner must remove the animal within seven (7) days of notification.
- Animals which constitute a threat or nuisance to staff, residents or property, as determined by the Residence Life staff, must be removed within seven (7) days of notification.
- If an animal must be removed for any of the above reasons, the Resident Director or designee will do a residence hall room inspection to check for damages and infestation and the mandatory cleaning and extermination will be scheduled. This will take place the day after the deadline for removal of the animal from the room.
- If ACUPD personnel determine an animal poses an immediate threat, City of Abilene Animal Control Services may be summoned to remove the animal.
- An animal must not be involved in an incident where a person experiences either the threat of or an actual injury as a result of the animal's behavior. The animal owner will take all reasonable precautions to protect university staff and residents, as well as the property of the University and of the residents.
- The owner will notify Residence Life staff if the animal has escaped its confines and is unable to be located within four (4) hours.
- All liability for the actions of the animal where someone might be injured, such as bites or scratches, is the responsibility of the owner. Violations concerning any of the aforementioned may result in the resident losing the right to the Waiver and having the animal removed from the residence hall.

Hall Restrictions:

- Collars and tags must be worn on all animals at all times. Dogs must be kept on a leash at all times when outside the resident's assigned room. No animal is permitted to run freely.
- Animals cannot be left unattended overnight at any time. If the owner must be away, they must either take the animal with them, or make arrangements for them to be cared for elsewhere, which does not include another residence hall.
- Emotional support animals must not be taken into the residence hall offices, administrative offices, or common spaces.
- Animals may not linger in common spaces, regardless of whether they are leashed.
- Resident is responsible for any and all damages caused by animal to facility. This includes but is not limited to floor/carpet damage, paint/wall damage, stains, scratches, and/or odors, etc.

Cleaning and Damages:

All responsibility for cleaning and damages lies with the resident, as detailed below:

- When the resident moves out of his/her residence hall room, or no longer owns the animal the apartment or residence hall room will be assessed to determine if damage to property can be attributed to the animal, as detailed in the aforementioned.
- The office of Residence Life maintains the right to conduct residence hall room inspections annually for the purpose of assessing damage caused by the animal or otherwise determine the resident's compliance with this procedure.
- The animal owner has an obligation to make sure that the residence hall room is as clean as the original standard. If the apartment or room has carpeting, this also includes regular vacuuming and spot cleaning. Damages and extraordinary cleaning caused by the animal are the responsibility of the resident. Replacement or repair of damaged items will be the financial responsibility of the owner and assessed by members of the Residence Life staff.

Office of Residence Life
Abilene Christian University
Emotional Support Animal Application, Policies, and Forms

This application, accompanying forms, and all supporting documents must be submitted and approved prior to animal occupying the assigned space.

Resident Name _____

Animal Type _____

Animal's Breed _____

Animal's Name _____

Most Recent Rabies Vaccination Date _____
(Record Must be Attached)

Spayed or Neutered Date _____
(Record Must be Attached)

Certificate of Health Date _____
(Record Must be Attached)

I acknowledge having read the Service and Assistance Animal Procedure and agree to abide by its terms and conditions.

Signature of Resident

Date

Resident's Printed Name

Banner#

Building

Room/Apartment

Signature of Director of FYRE/SYRE

Date

Certification of Relationship

I hereby certify that I have an established relationship with my animal as defined by at least 3 weeks of consecutive cohabitation and the establishment of a commitment for continued care of the animal as is appropriate and necessary for the mitigation of symptoms of the aforementioned illness/disability.

Resident Signature

Date

Witness Signature

Date

Office of Residence Life
Abilene Christian University
**Emotional Support Animal
Roommate Agreement Form**

This form must be completed and submitted by each roommate prior to the animal occupying the assigned space.

Resident Name (Animal Owner)_____

Resident Name (roommate)_____

Resident Name (roommate)_____

Resident Name (roommate)_____

I acknowledge that my roommate _____ is allowed to have a service or assistance animal in their/our room.

The type of animal is a:

- ☐ Dog
- ☐ Cat
- ☐ Other (specify):

I **agree/ do not agree** to reside with the resident with a service or assistance animal. (circle one option)

I **consent / do not consent** to allowing the animal in the common living space. (circle one option)

I understand I may complete the Emotional Support Animal Grievance Form and submit it to Residence Life staff if the animal displays disruptive and/or threatening behavior.

I understand I will not be held responsible for any damages or cleaning costs associated with my roommate's animal.

Signature of Resident

Date

Printed Name

Building/Room #

Date