

ASSISTANCE OR SERVICE ANIMAL AMENDMENT TO ANIMAL ADDENDUM

This is an amendment to the Animal Addendum dated _____, _____ between us (the Owner identified in the Lease) and you (each Resident identified in the Lease) in connection with the lease of the dwelling described below.

Owner

Residents

Apartment community and unit number or street address of rental unit

You acknowledge that no animal, whether or not they provide, or are intended to provide, assistance or service, may disturb or threaten the rights, comfort, health, safety or convenience of others in or near the apartment community and rental premises, behave in a loud or obnoxious manner, engage in any violent activity, or disrupt our business operations. You acknowledge that if the animal does any of this, or poses a direct threat to person or property, or otherwise violates the provisions of the Animal Addendum, this addendum or the Lease, you will be in default under the Lease. In that event, you agree that we will have contractual rights and remedies as set forth in the Lease and its addenda, including but not limited to revocation of your right to keep the animal in or about the rental premises described in the Lease, revocation of your right to occupy the rental premises described in the Lease, along with other rights and remedies including eviction of residents and occupants and removal of animals.

In the event the assistance or service animal is sick or injured and you are unavailable to seek treatment for the animal, we will have the right (but not the duty) to contact a veterinarian and incur on your behalf any necessary veterinarian charges to render aid or treatment to the animal.

We will not charge a security deposit, animal rent, or other charge for the keeping of an authorized and legally recognized assistance or service animal. You will, however, be liable for the entire amount of any injury that the animal causes to another person or to anyone's property in or near the apartment community and rental premises.

Date

Resident's signature

Date

Signature of Owner's Representative

Commentary. The U.S. Department of Justice (DOJ) and the Department of Housing and Urban Development (HUD) guidance states that it is not permissible to charge a security deposit for assistance or service animals for disabled residents. However, the guidance does agree that a disabled resident is still liable for any damages the assistance or service animal may cause. In light of these guidelines, TAA members should not seek a security deposit for cases in which a resident has a legitimate and obvious or documented (which is not necessarily required to be in writing) need for an assistance or service animal. Additionally, federal guidance provides that assessments concerning whether an animal poses a sufficient problem to other persons or to property must meet a certain threshold on an individual basis and not be speculative or hypothetical. See the article entitled "Reasonable Modifications and Accommodation for People with Disabilities."

