

Miner Institute Housing Emotional Support Animal Policy

Miner Institute recognizes the category of “Assistance Animals” under the Fair Housing Act, referred to as an Emotional Support Animal or ESA, that provide emotional support to individuals with disabilities. Miner Institute is committed to allowing ESAs necessary to provide individuals with disabilities an equal opportunity to use and enjoy Miner Institute Housing. This policy explains the specific requirements applicable to an individual’s use of an ESA in Miner Institute Housing. No ESA may be kept in Miner Institute Housing at any time prior to the individual receiving approval as a reasonable accommodation pursuant to this policy. Miner Institute reserves the right to amend this policy at any time as circumstances require. This policy does not impose any limitations on “service animals”. This policy applies to Institute Housing only.

Definitions

An ESA is defined as an animal that alleviates one or more identified symptoms or effects of a person’s disability. A “pet” is defined as an animal kept for ordinary use and companionship. Residents are not permitted to keep pets in Miner Institute Housing.

The presence of an ESA is a disability accommodation approved for Miner Institute Housing only. An ESA is not permitted in other Institute buildings.

A disability is defined under Section 504 of the Rehabilitation Act (1973) and the Americans with Disabilities Amended Act (2008) as a physical or mental impairment that substantially limits one or more major life activities. Major life activities may include seeing, hearing, walking, breathing, performing manual tasks, caring for oneself, learning, speaking, or working, among others.

Process Overview

The approval of a particular animal requested by the resident as an ESA is determined on a case-by-case basis through an interactive process involving the individual requesting the accommodation and relevant Institute personnel to ensure the ESA (1) is necessary to provide an individual with a disability an equal opportunity to use and enjoy Miner Institute Housing; and (2) the animal will not fundamentally alter an Institute program, service or activity, pose an undue financial and/or administrative hardship, or pose a direct threat to the health or safety of other individuals, or cause substantial damage to the property of other individuals or the Institute. This may require the Institute to assess the impact of an ESA on other residents, patrons, or programs. Miner Institute will accept and consider a request for an ESA at any time. The individual making the request for an ESA should complete the process with the appropriate Institute resource as soon as possible prior to moving into Institute Housing. If the request for an ESA is made fewer than 60 days before the individual intends to move into Institute Housing, Miner Institute cannot guarantee that it will be able to meet the ESA request during the first semester of the term of occupancy. If the need for an ESA arises when the individual already resides in Institute Housing, Miner Institute will work with the individual but cannot guarantee that the ESA request can be met during the semester in which the request is received.

An ESA may not be brought into Institute Housing without expressed approval from the Institute's President or Vice President.

Request Process

As part of the ESA approval process, the resident should provide:

1. A request for an ESA in writing.
2. A signed letter from the resident's doctor stating the need for an ESA. The letter must be on office letterhead and contain the diagnosis warranting the ESA, doctor's license number and signature.
3. The requested ESA species and all other relevant information (e.g., age, weight, height, housebroken status, venomous or non-venomous, etc.)

All requests for an ESA in Institute Housing may be subject to an annual review.

A request for an ESA may be denied as unreasonable if the presence of the animal: (1) imposes an undue financial and/or administrative burden; (2) fundamentally alters Institute Housing services; (3) poses a direct threat to the health and safety of others; and/or (4) would cause substantial damage to the property of others, including Institute property.

Miner Institute 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 an ESA:

1. The size of the animal is too large for available assigned housing space;
2. The animal's presence otherwise violates other individuals' right to peace and quiet enjoyment of Institute Housing;
3. The animal is not housebroken or is unable to live with others in a reasonable manner;
4. The animal's vaccinations are not up-to-date;
5. The animal poses or has posed in the past a direct threat to others, such as aggressive behavior towards or injuring humans;
6. The animal causes or has caused excessive damage to housing beyond reasonable wear and tear; or
7. The animal's presence would force another individual from individual housing (e.g. severe allergies).

Responsibilities of Institute Housing

If Institute Housing receives an ESA Request from a resident:

1. Institute Housing director will arrange a meeting with the resident to carefully review the resident's responsibilities pertaining to having an ESA in Institute Housing.
2. Institute housing director will obtain Roommate Agreements (if applicable)
3. Should there be conflicting considerations between the resident approved for an ESA and the needs of the roommate(s) and/or others in Institute Housing, such as health/allergy conditions or fear of the animal, the resident requesting the ESA may be moved to a different location based on space availability. This may occur at the initial approval stage of this process or if a conflict arises in the future. Institute Housing staff will respond in a timely manner and will carefully consider options for all involved residents.
4. Institute Housing staff may conduct additional health and safety checks as needed.
5. Institute Housing assumes no responsibility/liability for the care of a resident's ESA.

6. Institute Housing may place reasonable conditions or restrictions on an approved ESA, depending on the nature and characteristics of the ESA.

Resident Responsibilities

1. The approved ESA may not reside in Institute Housing until the following forms and additional information have been submitted:
 - a. Current verification from a veterinarian that the animal has a clean bill of health, including all veterinary-recommended vaccinations necessary to maintain the animal's health and prevent contagious disease and as required by local ordinances and regulations; and
 - b. A copy of the animal's license, when appropriate for the animal.
2. The ESA is the responsibility of the resident, who is required to maintain full control of the animal at all times.
3. Institute personnel shall not be required to remove the animal during emergency evacuation for events such as a fire alarm.
4. The ESA must be contained in the resident's room and must be on a leash or transported in a carrier or cage when outside of the resident's room or apartment.
5. The resident must provide appropriate food, water, and shelter for the ESA.
6. The resident is responsible for ensuring proper cleanup (i.e. no disposing of waste in the bathroom or internal trash cans) of all ESA waste (both indoors and outdoors) in a timely and effective manner.
7. The resident must not allow the ESA to be neglected or abused and is solely responsible for the care and supervision of the ESA; Institute Housing assumes no responsibility for the care of a resident's ESA.
8. In Institute Housing an ESA must be appropriately kenneled or caged when unattended by the resident in the resident's room. If an ESA is found running at large, the ESA is subject to immediate and permanent removal from Institute Housing.
9. No ESA may be left unattended overnight. If the resident with an ESA is gone overnight, the ESA must be taken with the resident or be cared for off-site.
10. An ESA may not become the responsibility of another resident living in Institute housing, including roommates (if applicable).
11. The resident is responsible for ensuring that the ESA does not disturb, annoy, or interfere with routine activities of the residence or cause difficulties for other residents.
12. The resident is responsible for maintaining a clean and healthy living environment including, but not limited to, property damage, pest control, non-standard cleaning, and any other health or safety issues.
13. State and local ordinances, laws and regulations regarding animals apply to an ESA. Dogs and cats must wear a license tag and a current rabies vaccination tag. The resident must provide requested verification of all veterinarian recommended vaccinations as well as proof of absence of communicable diseases, fleas and parasites (as needed). The resident has the responsibility to know and understand these ordinances, laws and regulations.
14. Institute Housing will not charge any surcharge or fees for ESAs. However, any cost for the actions of the ESA including, but not limited to, bodily injury, property damage, pest control and/or non-standard cleaning—must be paid by the resident. Miner Institute reserves the right to bill the resident's account for such charges related to an ESA.

15. The resident should note that an approved ESA is in the resident's room when placing a Maintenance Request.
16. The resident must notify the appropriate Institute personnel if there is a change in disability symptomology or if there is a change in the species of the ESA or if the ESA is no longer needed.
17. The resident may be required to remove the ESA from campus (1) if there are any violations of Resident responsibilities; (2) the animal poses a direct threat to the health or safety of others; and/or (3) other situations arise that fundamentally alter the campus environment or pose an undue financial or administrative burden on the Institute.
18. Should the ESA be removed from the premises for any reason, the resident is expected to fulfill any housing obligations for the remainder of the resident's housing contract or lease.

Non-Retaliation Provision

Miner Institute will not retaliate against any person because that individual has requested or received a reasonable accommodation in Institute Housing, including an ESA.