

**Documents that we need before approval of having an ESA Animal**

- Doctors note proving prescription for ESA animal
- Up to date proof of vaccination receipt
- Proof of registration with the city of Rexburg
- Signed ESA Contract from us
- Signed ESA Contract by each of your roommates



## **Assistance Animals**

BYU-Idaho Housing Regulations prohibit the use of or housing of pets on BYU-Idaho Approved Housing property. This rule allows housing owners to protect their property from the inevitable damage done by animals housed in apartments intended for students. It supports the Student Living principle of Mutual Respect between landlords and residents. The rule also intends to allow owners to continue to provide quality housing to residents for years to come. The presence of animals deteriorates the quality of the property, creates inconveniences for residents and property staff, and potential hazards to others nearby, especially those who may have severe allergies.

The regulation also protects college students against burdensome financial expenses. The initial costs of the required purchase, licensing, vaccinations, bedding, accessories, and other expenses can easily exceed several hundred dollars. The ongoing feeding and veterinary services can incur several hundred dollars more over a few short months. Even when a resident's short semester is over, they find that there are set back financially even more with repair and cleaning fees to rectify the unavoidable damages left behind from messes, hair, dander, chewing, bedding, and claw marks left behind. These are often the most debilitating to students and can range from a few hundred to over a thousand dollars in just one semester.

Many college students find that they cannot afford to support their pet with mounting costs on finances and time, and the animals begin to suffer for lack of attention and sometimes even life necessities. Even pet rental services often have horrible endings for the animals that their clients fall in love with, as when the puppies are too old to provide the profitable 'cute factor', the animals often are abandoned to animal control facilities and euthanized.

Although Brigham Young University of Idaho prohibits pets in BYU-I Approved Housing, the ADA, Fair Housing Amendments Act and Section 504 of the Rehabilitation Act supersedes the school's prohibition and requires landlords to accommodate individuals with needs due to a disability. The following are the expectations and requirements a resident soliciting permission to bring a comfort animal to NorthPoint must abide by. Pets are prohibited at NorthPoint under BYU-I Housing regulations. As such, the allowance of an animal to reside in a suite requires strict compliance to the following regulations.

### **The tenant:**

- Is financially responsible for all damage or cleanup caused by the animal or the care of the animal.

- Must adequately demonstrate to management that the animal is housebroken and is not a risk to others or the property.

- Must provide reliable documentation from the tenant's healthcare provider establishing the need for a comfort animal.

- Is responsible for keeping the animal and its living area clean and safe at all times.

- Is responsible for appropriate toileting and clean-up after the animal, and will allow no trace of the animal or excrement to be left behind.

- Must provide documentation of the required certification and licensing of the animal if the animal is a service animal and not a comfort animal.

- Must submit this agreement signed by the resident and each of the resident's roommates for the semester.

- Is required to immediately report all damage, accidents, messes or other incidents caused by the animal.

- Understands that the animal may not be left on the property with anyone other than the owner for more than 4 hours at a time. A pet boarding service must be engaged for any period of time the animal must be left by the owner that exceeds this.

- Understands that a breach of any requirements outlined in this contract may disqualify them from receiving approval and therefore a comfort animal.

The animal:

Must be certified by a veterinarian to have had all shots, immunizations, and be in good health with no risk to other persons.  
Must be kept current on all vaccinations.  
Must be licensed by the City of Rexburg.  
Must be completely housebroken.  
Must be quiet and unobtrusive to guests and other tenants.  
Must never bite, scratch, and etc., nor can it be hostile or threatening.  
May not infringe on the convenience or comfort of any resident, visitor, employee, or guest of NorthPoint or any of NorthPoint's affiliates.  
May not be left unattended for lengthy periods.

Notifications:

Be aware of the possibility of additional fees for actual damage caused by the animal during the semester. Understanding that our experience for repairing and or cleaning of an apartment with a comfort or service animal is typically in the range of \$330 per semester.  
Service Animals may travel freely with their owner throughout NorthPoint. Comfort animals must be contained within the privately assigned apartment at all times, except when transported outside the apartment in an animal carrier or controlled by leash or harness.  
If approved, this contract allows the animal until the end of the semester or until a new roommate, roommates, or apartment is acquired, at which time this contract and any prior approvals will be void and the approval process will start anew.  
The boarding of the animal in BYU-Idaho Approved Housing may not impede on any of the Housing Regulations or NorthPoint Housing Contract including section 5

Roommates:

- All roommates of the animal owner must sign this agreement allowing the animal to be in the apartment with them. In the event that one or more roommates do not approve, the non-approving roommates may be moved to a different apartment within the complex. A separate copy of this contract be signed and initialed in the required location by every roommate.

Resident Signature:



Date: 5/26/2022

Roommate Consent:

I/We consent to [name of roommate with animal] to having an approved assistance animal within the same apartment that I/We intend to lease.

Date:

## Verification for Assistance Animal

Name of Person making Request Kelsey Berta

A request has been made to allow an assistance animal to reside with the above named individual. Such request has been made pursuant to The Fair Housing Act. In order to qualify for an assistance animal exemption to the normal rules of the community, the person making the request **must qualify as handicapped as defined**, which is:

**"Handicap" means, with respect to a person –**

- (1) having a physical or mental impairment which substantially limits one or more of such person's major life activities,***
- (2) having a record of having such an impairment, or***
- (3) being regarded as having such an impairment, but such term does not include current, illegal use of or addiction to a controlled substance.***

**Additionally, the assistance animal must assist the person in ameliorating the disability and/or the major life activities effected.**

Much like a prescription, this request is made because of the professional's opinion that the assistance animal may be necessary to afford the disabled person an equal opportunity to use and enjoy the leased premises. With this request and upon approval, the management of the premises must allow the animal on the premises and is prohibited from charging pet rent or other fees normally charged to persons with pets. Assistance animals are not pets but animals that are determined by competent professionals to be an important and necessary part of treatment or assistance of a disability/handicap.

Professional's Name: \_\_\_\_\_ Telephone number: \_\_\_\_\_

***I certify that I have sufficient information and have consulted with the person making this request in order to make this determination. I certify that the above named person is handicapped as defined above and that the animal described below is, in my professional opinion, necessary to afford an equal opportunity to use and enjoy the leased premises.***

Prescribed Animal's Description \_\_\_\_\_

Expiration Date of this Certification \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
*Signature of Medical Provider,*  
Health or Social Service Professional





## Animal Identification Form

Type of animal Dog Breed Corgi

Age 1 year Approximate Weight 35 Color Red

Describe any special training or certifications Registered Service Animal

Registration #: 1012221596

Has the animal ever been reported to authorities (police, animal control) for any incident or for any reason? No. If yes, please provide details.

**Animals may not be in the common areas of the community unless on a leash or an approved device based upon the animal's certification.**

**Animals may be restricted from specific areas.**

**The animal's owners are responsible for cleaning up after the animal and for any damage done by the animal.**

**Animals may not disturb the peaceful and quiet enjoyment of the other tenants.**

**The Community may have other regulations and rules relating to animals.**

**I affirm that the animal is in compliance with all state and local laws concerning animals.**

**I have read the rules and regulations concerning animals (both above and those policies of the community), and agree to their terms.**

Kenny Berto  
Resident's signature

5/26/2022  
Dated

*Please provide a photo of the animal.*







## Resident's Request for Assistance Animal

*The undersigned does hereby request as assistance animal and does hereby attest and state as follows:*

### 1. Handicap Definition

I am aware of the requirements of the Fair Housing Act and its definitions which include:

*"Handicap" means, with respect to a person –*

*(1) having a physical or mental impairment which substantially limits one or more of such person's major life activities,*

*(2) having a record of having such an impairment, or*

*(3) being regarded as having such an impairment, but such term does not include current, illegal use of or addiction to a controlled substance.*

### 2. Qualification

Pursuant to the definition above, I do qualify as an individual with a disability.

### 3. Impairment

I represent that the requested assistance animal is necessary to provide assistance with my disability.

The anticipated length of this disability is \_\_\_\_\_.

My primary care physician is Dr. \_\_\_\_\_ whose telephone number is \_\_\_\_\_.


### 4. Request

I do hereby request that I be able to reside with an assistance animal at the premises below. I certify that the statements herein are true as provided on the Animal Identification Form and the Medical Request for an Assistance Animal. I agree that the only animal I will keep for this purpose is listed therein and that I will abide by the rules and regulations of the community regarding animals. I understand that I will not have to pay additional costs or fees for the assistance animal but will be responsible for any damage caused. I request that my professional provide verification of the required information to my housing provider to assist in making this determination.

Applicant's Name Kelsey Berta

Premises Address \_\_\_\_\_

Dated \_\_\_\_\_

  
Signature of Applicant



