

ACCESSIBILITY SERVICES

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Residence Hall Approved Animals in Housing Policy & Owner Rules

Indiana Tech recognizes the importance of Assistance Animals under the ADA and evaluates requests involving animals in University housing as requests for reasonable modifications under the Fair Housing Act (FHA). This consolidated document governs the approval, use, and care of Approved Animals in University housing and incorporates by reference the Owner Responsibilities and Housing Rules. In the event of any conflict between operational rules and this Policy, this Policy takes precedent.

“Emotional Support Animal (ESA)” is a commonly used term for animals that offer comfort or emotional support. The University, however, does not assess requests based on this label. Rather, all housing-related animal requests are considered through the lens of reasonable accommodation under federal housing law.

I. Definitions

Service Animal

Service Animals are dogs that are individually trained to do work or perform tasks for an individual with a disability. Service Animals are working animals, not pets.

Animals in Housing (Non-Service Animals):

Animals that are not trained service animals may be considered as part of a reasonable housing accommodation request when their presence is necessary to address a student’s disability-related needs.

Permitted Species

Animals approved as part of a housing accommodation that are not service animals are generally limited to common household animals, most often dogs or cats.

Requests involving animals will be evaluated on a case-by-case basis considering the residential environment and reasonableness factors.

II. Procedures for Requesting an 'ESA'

Requests follow the General Housing Accommodation process. No animal associated with a housing accommodation request may reside in University housing prior to written approval by Accessibility Services. If a request is made fewer than 90 days before move-in, the University cannot guarantee implementation during the first term of occupancy, though the University will make reasonable efforts to review and implement request as promptly as possible.

III. Criteria for Reasonableness & Housing Assignments

The Housing Accommodations Review Team evaluates whether the requested modification, including the presence of an animal, is necessary for equal access to housing and reasonable within the residential environment.

Each request is evaluated based on individualized assessment of disability-related limitations, nexus to the animal, and necessity for housing access. Classification such as 'ESA' is not determinative.

Requests for a specific animal imposes an undue financial or administrative burden, fundamentally alters housing policies, poses a direct threat to health or safety, or would cause substantial property damage.

When a student is approved for an Approved Animal and housing conflicts arise related to the presence of the animal that cannot be resolved through reasonable adjustments, the University reserves the right to reassign the 'ESA' Owner to another vacant and appropriate housing location, as space permits. Housing decisions are made by the University and are intended to reasonably consider the needs of all students involved.

Emotional Support Animals must be approved through Accessibility Services. Housing assignments are based on an individualized assessment of reasonableness, including the size and configuration of the space, health and safety considerations, and the impact on residential operations. The University may reassign residents as necessary to reasonably accommodate approved ESAs.

Dogs must generally be at least 1 year old and have received an initial rabies vaccination before residing in university housing. Spay/neuter is strongly recommended.

IV. Access to University Facilities by Approved Housing Animals

Scope of Access

ESAs are permitted only within the Owner's assigned housing unit (room, suite, or apartment) and in transit to outdoor relief areas. Access to University Facilities by Approved Housing Animals is not permitted, including classrooms, academic buildings, laboratories, dining, libraries, fitness/athletics, or administrative buildings.

Transit & Restraint

When outside the Owner's assigned housing unit, the ESA must be under the Owner's full physical control at all times. Full physical control means the ESA must be secured in a carrier or held on a physical leash or harness that remains in the Owner's hand at all times. Voice commands, verbal control, or allowing the ESA to walk freely without a secure leash, harness, or carrier does not meet this requirement. The ESA may never be allowed to roam, wander, or run at large. Any ESA found not under full physical control is subject to removal from University housing.

V. Owner Responsibilities

General Care & Compliance

The Owner is solely responsible for the ESA's well-being, humane care, feeding, grooming, veterinary care, licensing, vaccinations, and compliance with city/county/state laws. Documentation of compliance must be provided upon request.

Containment When Unattended

When left unattended in the Owner's assigned room, the ESA must be secured in an appropriately sized, humane crate or hard sided carrier designed for the animal,, unless an alternative containment method is approved in writing by Accessibility Services for disability-related reasons.

Indoor Cleanliness & Odor

The Owner must promptly clean urine, feces, or other bodily fluids using appropriate cleaning products. The Owner must maintain floors, kennels, cages, and overall room cleanliness to original standards. Persistent odor is grounds for removal and/or cleaning charges.

Waste Disposal & Relief Areas

Animal waste must be cleaned up immediately following each occurrence outdoors. All waste, including cat litter, must be double-bagged and disposed of only in outside dumpsters. Litter boxes must sit on a mat to prevent tracking. When provided, designated outdoor relief areas must be used.

Pest Prevention & Inspections

Housing may be inspected periodically for fleas, ticks, pests, or damage. If pests are detected, treatment will occur via University-approved pest control and the Owner may be billed for costs above standard pest management.

Financial Responsibility

No ESA approval fees or surcharges will be imposed. The Owner is financially responsible for damages and extraordinary cleaning beyond reasonable wear and tear. Liability insurance is recommended but not required.

Roommate/Neighbor Notification (Consent)

Accessibility Services will notify Residence Life when an ESA is approved to ensure proper housing arrangements and preparation. The information shared will be limited to what is necessary to support the ESA's presence, such as the type of animal and assigned residence. No disability information or diagnostic details will be disclosed to Residence Life, roommates, neighbors, or any other University staff.

Overnight Absences & Delegation

ESAs may not be left overnight in University housing or cared for by other students. If the Owner will be away overnight or longer, the ESA must be removed from University property entirely and must accompany the Owner off-campus—the ESA may not remain in University housing. ESAs may not accompany the Owner to any University-sponsored travel, athletic events, competitions, practices, team trips, or overnight trips of any kind. ESAs are restricted to the Owner's assigned residence hall space and are not permitted at any other University facilities, programs, or events, including but not limited to athletic events, athletic facilities, classrooms, laboratories, dining areas, libraries, administrative offices, or recreational/activity spaces.

Emergency Evacuation

University personnel are not responsible for routine care or evacuations of ESA during emergencies. Owners are encouraged to practice evacuation with their ESA during drills. In large scale emergencies, ESAs may require temporary boarding via external shelter partners.

Replacement of an ESA

To replace an ESA, the Owner must submit a new request. Replacement may be requested when (a) the current ESA has died, (b) the current ESA is no longer suitable for residence hall living due to behavior, health, or safety concerns, or (c) the Owner's disability-related need for an ESA continues but the current ESA can no longer fulfill that role. Any replacement must still be necessary because of the Owner's disability and

must be approved under this Policy and the Owner Rules before the new ESA is brought into University housing.

VI. Removal of an Approved Housing Animal

Removal decisions are based on behavior, policy compliance, or safety considerations and are not determinations about disability status.

The University may require removal if the ESA is disruptive, not housebroken, out of control, presents a direct threat to health/safety, or if the Owner fails to comply with these requirements. For direct threats, immediate removal may be required. For other violations, removal may be required within 24 hours. Failure to comply may result in Student Conduct action.

The University may require the removal of an ESA from University housing if any of the following occur:

1. **Policy Violations:** The Owner repeatedly or significantly violates ESA rules or responsibilities, including sanitation, containment, pest management, or overnight absence rules.
2. **Disruptive Behavior:** The ESA exhibits behavior that is disruptive, aggressive, loud, destructive, or otherwise interferes with the residential community (examples may include barking, growling, whining, yowling, howling, or repeated disturbances).
3. **Direct Threat:** The ESA poses a substantial and direct threat to the health or safety of others that cannot be reduced or eliminated by reasonable modifications.
4. **Not Housebroken:** The ESA is not housebroken or repeatedly soils indoor areas.
5. **Out of Control:** The ESA is not under the Owner's full physical control, and the Owner does not take immediate, effective action to regain control. Repeated incidents will result in removal.
6. **Property Damage:** The ESA causes excessive or repeated property damage beyond reasonable wear and tear.
7. **Health or Safety Concerns:** The ESA develops conditions (e.g., illness, infestation, poor hygiene) that pose health or sanitation risks to the Owner, roommates, staff, or the building environment.
8. **Removal Order Non-Compliance:** Failure to comply with a removal order may result in having the animal removed by animal control, at the owners cost. Owner may be referred to Student Conduct.

If an ESA is removed for any reason, the Owner remains responsible for all housing, academic, and University obligations for the remainder of the housing contract.

Global Clause

Approval of an animal is based on necessity and reasonableness under housing law, not ESA classification.

VII. Non-retaliation

The University will not retaliate against any individual for requesting or receiving a reasonable housing accommodation, including an ESA.

VIII. Acknowledgment & Signature

By signing, I acknowledge I have received and agree to abide by the Residence Hall ESA Policy & Owner Rules. I understand that violations may result in removal of the ESA (within 24 hours or immediately when required for health/safety) and conduct action, and that I remain responsible for my housing obligations. I consent to limited disclosure of my ESA's presence to affected personnel/roommates/neighbors for housing implementation; no disability details will be shared.

Student Printed Name: _____

Student Signature: _____ Date: _____