

## **Guidelines for Maintaining an Emotional Support Animal or Service Dog within the Residential Community**

The following guidelines apply to all approved Emotional Support Animals (ESAs) and Acknowledged Service Dogs who live in the residential community, unless the nature of the disability of the resident precludes adherence to these guidelines, and permission for a variance from the guidelines has been granted pursuant to University policy. A resident will generally only be allowed one ESA.

### **Animal Behavior**

1. ESA and Service Dog behavior, noise, odor and waste may not exceed reasonable standards and/or create unreasonable disruptions for residents (registered students and resident family members) and RSSP staff.
2. Dangerous, poisonous, and/or illegal animals are not permitted.
3. The approved ESA or acknowledged Service Dog must be contained within the private residential area (room, suite, apartment, or enclosed balcony) at all times, except when transported outside the private residential area in an animal carrier or controlled by a leash or harness (see exception for Service Dogs at 4). In shared residential living, the animal must be kept in the resident's bedroom if not under supervision. In residence halls, the ESA is not permitted in common spaces, which include but are not limited to bathrooms, kitchens, recreation rooms, living rooms, hallways, lounge areas, and computer labs. In townhouse or apartment settings: the ESA must remain in the owner's bedroom (not in the common space) when the owner is not home, unless otherwise previously agreed upon in the roommate agreement. If a new roommate is added, a new roommate agreement must be created that may change or keep the previous ESA townhouse or apartment rules.

4. If leashing interferes with a Service Dog's ability to perform essential tasks, this should be noted during the request for acknowledgement of the Service Dog, and leashing will not be required. The Service Dog must still be under control of their user.

### **Animal Health and Well-Being**

1. ESAs and Service Dogs must have all veterinarian-recommended vaccinations to maintain the animal's health and prevent contagious diseases. Documentation of vaccinations is due at the beginning of residency. You are required to provide the updated evidence of vaccination during the animal's residency as the animal receives additional vaccinations.
2. Dogs and cats must be at least six months old and have their recommended vaccinations.
3. ESA dogs and Service Dogs are required to wear ID tags with a phone number and vaccine information.
4. ESAs must not be pregnant, and dogs and cats should be neutered or spayed.

### **Animal Cleanliness**

Residents are responsible for properly containing and disposing of all animal waste, including but not limited to:

1. Indoor animal waste, such as cat litter, must be placed in a sturdy plastic bag and tied securely before being disposed of in trash dumpsters. Litter boxes should be placed on mats so that feces and urine are not tracked onto carpeted surfaces. In a shared apartment, litter boxes should be kept in the resident's room.
2. Outdoor waste, such as dog feces, must be immediately retrieved, placed in a plastic bag and securely tied before being disposed of in outside trash dumpsters.
3. Do not compost dog or cat feces.
4. With respect to common areas, RSSP reserves the right to designate specific sites for animal elimination of waste and to prohibit (even if there is immediate clean up afterwards) animal waste in any other common area.
5. Balconies and patios are considered inappropriate areas for animal elimination of waste.

6. Bathing an ESA on campus is not allowed. Owners are required to bathe ESAs at appropriate facilities off campus. Bathing an ESA in a shared residential bathroom is considered a violation of the housing policy.

### **Resident Responsibilities**

1. Residents should secure acknowledgment of their Service Dog. Residents must secure approval of their ESA ([Service Dog Acknowledgement and ESA Approval Application](#)).
2. Dogs must have a local license as designated by the local authorities. Please refer to the relevant local authority website ([Berkeley](#), [Albany](#), [Emeryville](#)). Proof of license must be provided to housingaccommodations@berkeley.edu within six weeks of moving in.
3. The resident is responsible for assuring that the Service Dog or ESA does not interfere with the routine activities of the residents or cause unreasonable difficulties for students and/or other residents who reside there. Residential community living requires respect for the needs of residents with allergies and those who may fear animals. However, a roommate's allergy or fear does not negate the right of a disabled person to have an ESA or Service Animal.
4. The resident is financially responsible for all consequences caused by the actions of their animal, including bodily injury or property damage which may necessitate replacement or repair of damaged furniture, carpet, drapes, or wall coverings, etc., as determined at the University's discretion. If an animal causes substantial physical damage to the property of others, the animal may be excluded from living in the residence.
5. If the animal is left unattended for an extended period of time, they may be moved to a local shelter/boarding facility at the resident's expense. Attempts to speak with you and your emergency contact and off-campus contact will be made first.
6. The University shall have the right to bill the CalCentral account of the resident for unmet obligations arising for damage caused by an animal. In the event that the resident is a

non-student (Post-Doc, Visiting Scholar, etc.), the resident will be charged through their StarRez Housing Account.

Estimated damage cost (but you will be charged the actual damage costs to repair):

- a. Flooring damage (carpet, hardwood, laminate etc.): \$600- \$15,000
  - b. Doors and walls damage: \$150- \$10,000
  - c. Furniture damage: \$150- \$10,000
  - d. Mattress damage: \$200-300
  - e. Odor damage: \$50- \$1000
7. The animal user's residence may be inspected for fleas, ticks or other pests once per semester or as needed. If fleas, ticks or other pests are detected through inspection, the residence will be treated using approved fumigation methods by a university-approved pest control service. The resident will be financially responsible for the cost of this treatment.
  8. The student owner is responsible for any expenses that are required due to costs incurred for cleaning which is above and beyond a normal cleaning or for repairs of the premises that are assessed after vacating the residence.
  9. The resident must notify Berkeley Housing in writing if the ESA or Service Dog is no longer needed as an accommodation or is no longer in residence.
  10. Even if the resident previously obtained permission for an ESA or acknowledgment of a Service Dog, the resident must file a new request if they want to add or replace an ESA, or request a new acknowledgment if their Service Dog changes.
  11. Berkeley Housing has the authority to relocate the resident and their animal as necessary provided the new site is consistent with the terms of the current contractual agreement.
  12. Having an animal in a residence does not mean that another student who also has an animal cannot be also allocated to that unit if the need arises.
  13. Any violation of these Guidelines will be reviewed through the Residential Conduct Process and/or the Student Conduct Process.

14. The resident does not have to obtain permission for the same ESA every year but must provide a copy of the relevant license and vaccination information and sign a new copy of the guidelines every year.

By filling out the request form, I verify that I have read, understand and will abide by the Guidelines outlined here and I agree to provide the additional information required to complete my Request for Approval of an Emotional Support Animal or Acknowledgement of a Service Dog. I will provide a copy of my local animal license (when required) within 6 weeks of moving in.