

Service, Assistance, Emotional Support or Therapy Animals in The Ohio State University Residential Facilities

The University has a general “no pets” policy in all of its buildings. Pets are allowed on the grounds when leashed and under control. Service Animals are generally allowed to accompany their handlers in any building or public space where their handlers are permitted. Emotional Support and Visiting Therapy Animals may be allowed in specified areas of the University with advanced approval.

The Ohio State University (“OSU” or “University”) recognizes the importance of “Service Animals” as defined by the Americans with Disabilities Act Amendments Act (ADAAA) and the broader category of “Assistance Animals” under the Fair Housing Act that provide physical and/or emotional support to individuals with disabilities. The University is committed to allowing individuals with disabilities the use of a Service Animal on campus to facilitate their full-participation and equal access to the University’s programs and activities. The University is also committed to allowing Assistance Animals necessary to provide individuals with disabilities an equal opportunity to use and enjoy University housing. This Policy explains the specific requirements applicable to an individual’s use of an Assistance Animal in University housing. The University reserves the right to amend this Policy as circumstances require. This policy applies solely to “Assistance Animals” which may be necessary in University housing. It does not apply to “Service Animals” as defined by the ADAAA.

Although it is the policy of The Ohio State University that individuals are generally prohibited from having animals of any type in University managed housing, the University will consider a request by an individual with a disability for reasonable accommodation from this prohibition to allow one Assistance Animal that is necessary because of a disability. However, no Assistance Animal may be kept in University managed housing at any time prior to the individual receiving approval as a reasonable accommodation pursuant to this Policy.

I. Definitions:

- A. Assistance Animals:
Under Housing and Urban Development’s Rules (Fair Housing Act and Section 504 of the Rehabilitation Act
(<https://www.hud.gov/sites/dfiles/PA/documents/HUDAsstAnimalNC1-28-2020.pdf>)
Assistance animals include animals other than dogs, that provide active support like a Service Animal as well as animals that provide passive support that alleviates or at least partially mitigates an impact of a person's disability allowing them to benefit from OSU’s programs and services. Animals providing these passive services are generally referred to as Emotional Support Animals (ESAs).

- B. Emotional Support Animals:
Assistance animals that provide passive support that partially ameliorate the impact of a disability are referred to as Emotional Support Animals (ESAs). Use of an ESA on campus is a potentially reasonable accommodation. Like all accommodations the university asks that you document the need for the accommodation by an appropriate professional that states that you have a disability then confirms a history of past use of an ESA as an accommodation; identifies the basis for providing passive support (e.g. the ongoing relationship with the animal) or that it serves a defined role in the person’s treatment plan, and states that it is necessary for full participation in or to benefit from particular programs or environments.

- C. **Service Animal:**
As defined by the ADA (http://www.ada.gov/service_animals_2010.htm) a service animal is a dog that has been trained to perform an active task that mitigates or partially mitigates the impact of the handler's disability. The ADA also recognizes similarly trained miniature horses as an alternative to dogs. Many of OSU's facilities are not suited as housing for miniature horses. If you use a miniature horse as a service animal please contact the ADA Coordinator's Office at ADA-OSU@osu.edu; (614) 292-6207 to discuss options.
- D. **Service Animal in Training:**
A service dog in training is a dog that is in training to assist a blind person, a deaf or hearing-impaired person, or a mobility-impaired person. Handlers of service dogs in training are afforded the same rights as the handlers of fully trained service dogs under Ohio Revised Code 955.43. Service Animals in Training must have a liability insurance policy provided by the nonprofit agency sponsoring the training. Typically, puppy rearing (under six months of age) focused on socialization and general obedience training is not considered Service Animal training.
- As of Fall 2024, new residents are not permitted to serve as primary or temporary handlers in the residence halls as part of a volunteer program for service animals in training. Housing and Residence Education will review requests for returning residents serving as primary handlers.**
- E. **Visiting Therapy Animals:**
Animals in the company of their handlers that have been trained to make wellness, stress reduction or therapeutic short-term visits and are made available to members of the university community on a transient basis in specific locations.
- F. **Handler:**
An individual with a disability who utilizes a Service or Assistance Animal or the owner of a Visiting Therapy Animal.

II. Criteria for Determining If Presence of the Assistance Animal is Reasonable

- A. On-campus housing at The Ohio State University is unique in several aspects including the mandatory assignment of roommates for many individuals and the mandate that individuals must share a room or suite. To ensure that the presence of assistance animals is not an undue administrative burden or fundamental alteration of university housing, Housing and Residence Education reserves the right to assign an individual with an assistance animal to a single room without a roommate. The University has the right to exercise discretion in determining if a room, suite, apartment, or other residential unit can accommodate more than one animal to reside in the space in order to support the health and wellness of the animal and residents living in the space.
- B. However, for all requests for assistance animals, Student Life Disability Services (SLDS) shall nonetheless consult with Housing and Residence Education (HRE) in deciding on a case-by-case basis of whether the presence of an assistance animal is reasonable. A

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

- C. The Ohio State University may consider the following factors, among others, as evidence in determining whether the presence of the animal is reasonable or in the making of housing assignments for individuals with Assistance Animals:
1. The size of the animal is too large for available assigned space;
 2. The animal's presence would force another individual from individual housing (e.g. serious allergies)
 3. The animal's presence otherwise violates individuals' rights to peace and quiet enjoyment;
 4. The animal is not housebroken or is unable to live with others in a reasonable manner;
 5. The animal's vaccines are not up to date;
 6. The animal poses or has posed in the past a direct threat to the individual or others such as aggressive behavior towards or injuring the individual or others (e.g. growling/aggressive posturing, biting/nipping); or
 7. The animal causes or has caused excessive damage to housing beyond reasonable wear and tear.

The Ohio State University will not limit room assignments for individuals with Assistance Animals to any particular building or buildings because the individual needs an Assistance Animal because of a disability.

III. Access to University Residential Facilities and Spaces by Assistance Animals

- A. Assistance Animals
An Assistance Animal must be contained within the individual's assigned living accommodations except to the extent the individual is taking the animal out for natural relief. When an Assistance Animal is outside the individual's living accommodations, it must be in an animal carrier or controlled by a leash or harness. Assistance Animals are not allowed in other residential spaces (e.g. laundry rooms, common areas, lounges, study rooms) or rooms, suites, or apartments to which the individual is not assigned.
- B. Dominion and Control
Notwithstanding the restrictions set forth herein, the Assistance Animal must be properly housed and restrained or otherwise under the dominion and control of the Owner at all times. No Owner shall permit the animal to go loose or run at large. If an animal is found running at large, the animal is subject to capture and confinement and immediate removal from housing. In the event the Assistance Animal is lost or stolen, the resident is responsible for contacting Housing and Residence Education and the Department of Public Safety.

IV. Individual's Responsibilities for Assistance Animal

If the University grants an individual's request to live with an Assistance Animal, the individual is solely responsible for the custody and care of the Assistance Animal and must meet the following requirements:

A. General Responsibilities

1. The Owner must fully comply with all state and local ordinances, regulations, statutes, and University policies and practices pertaining to the licensing and vaccination of their Assistance Animal, as well as all reporting and other requirements associated with the ownership of their Assistance Animal (hereinafter collectively referred to as "laws, policies, and other requirements"). This includes, without limitation, ensuring that the local Animal Control, the University's Director of Housing and Residential Life, and the University's Director of Student Life Disability Services have each been notified within 48 hours if their Assistance Animal has attacked or bitten an individual or another domestic animal and that all necessary quarantine and post-rabies examination requirements have been fulfilled following that attack or bite. If the University learns that an attack or bite by an Assistance Animal has gone unreported, the University reserves the right to report the attack or bite to the local Animal Control. The University also reserves the right to require that the Assistance Animal be removed from campus and placed in quarantine whenever necessary following an attack or bite and reserves the right to fully cooperate with Animal Control in any investigation into a claimed attack or bite by an Assistance Animal.

The Owner is responsible for knowing and understanding each of the applicable laws, policies, and other requirements relating to the ownership of their Assistance Animal. The University reserves the right to require upon demand documentation from an Owner demonstrating full compliance with these laws, policies, and other requirements, including proof of vaccinations from a licensed veterinarian, proof that the Assistance Animal has been licensed, and proof that the appropriate authorities have been notified in the case of an attack or bite. Owners residing in University housing with their Assistance Animal will be expected at a minimum to produce documentation of current licensing and up-to-date vaccinations on an annual basis.

2. The Owner is responsible for notifying Housing within 24 hours if the Assistance Animal has been involved in an incident with injury including but not limited to the Assistance Animal biting the Owner or another individual.
3. The Owner is required to clean up after and properly dispose of the animal's waste in a safe and sanitary manner. Proper disposal means placing the waste in sealed containers and depositing it directly into outdoor trash receptacles. Animals are not permitted in cultivated or landscaped garden areas of the campus.

4. The Owner is required to ensure the animal is well cared for at all times. Any evidence of mistreatment or abuse may result in immediate removal of the Assistance Animal and/or discipline for the individual pursuant of the Code of Student conduct 3335-23-04-S Harm to Animals. Alleged violation of this policy will be followed by reporting the incident to Franklin County Animal Control.
5. An individual with a disability may be charged for any damage caused by his or her Assistance Animal beyond reasonable wear and tear to the same extent that it charges other individuals for damages beyond reasonable wear and tear. The Owner's living accommodations may also be inspected for fleas, ticks or other pests if necessary as part of the University's standard or routine inspections. 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 Owner will be billed for the expense of any pest treatment above and beyond standard pest management in the residence halls. The university shall have the right to bill the individual's account for unmet obligations under this provision.
6. The Owner must fully cooperate with University personnel with regard to meeting the terms of this Policy and developing procedures for care of the animal (e.g., cleaning the animal, feeding/watering the animal, designating an outdoor relief area, disposing of feces, etc.).
7. Assistance Animals may not be left overnight in University residential facilities to be cared for by any individual other than the Owner. If the Owner is to be absent from their residence hall overnight or longer, the animal must accompany the Owner. The Owner is responsible for ensuring that the Assistance Animal is contained, as appropriate, when the Owner is not present during the day while attending classes or other activities.
8. The Owner agrees to abide by all equally applicable residential policies that are unrelated to the individual's disability such as assuring that the animal does not unduly interfere with the routine activities of the residence or cause difficulties for individuals who reside there.
9. The Owner must notify the Student Life Disability Services in writing if the Assistance Animal is no longer needed or is no longer in residence. To replace an Assistance Animal, the new animal must be necessary because of the Owner's disability and the Owner must follow the procedures in this Policy and the Student Life Disabilities Accommodations Policy when requesting a different animal.
10. The Ohio State University personnel shall not be required to provide care or food for any Assistance Animal including, but not limited to, removing the animal during emergency evacuation for events such as a fire alarm. Emergency

personnel will determine whether to remove the animal and may not be held responsible for the care, damage to, or loss of the animal.

11. The individual understands that Student Life Disability Services will disclose information regarding the request for and presence of the Assistance Animal to those individuals who may be impacted by the presence of the animal including, but not limited to, Housing and Residence Education personnel and potential and/or actual roommate(s)/neighbor(s). Such information shall be limited to what is relevant and/or related to the animal and shall not include information related to the individual's disability.
12. The Owner consents to Housing and Residence Education placing a decal on their door showing that there is an animal in the residence (in the event staff or emergency personnel must enter the room).
13. The Owner will provide Housing and Residence Education with the name and phone number of an individual who resides off campus who may be contacted in the event of an emergency where the Owner is unable to care for the animal.

V. Removal of Assistance Animal

- A. The University may require the individual to remove the animal from Housing and Residence Education if:
 1. the animal poses a direct threat to the health or safety of others or causes substantial property damage to the property of others;
 2. the animal's presence results in a fundamental alteration of a University program;
 3. the Owner does not comply with the Owner's Responsibilities set forth above; or
 4. the animal or its presence creates an unmanageable disturbance or interference with the university community.
- B. The University will base such determinations upon the consideration of the behavior of the animal at issue, and not on speculation or fear about the harm or damage an animal may cause. Any removal of the animal is done in consultation with the SLDS Access Specialist and may be appealed to The Ohio State University's ADA/Section 504 Coordinators Office. Should the Assistance Animal be removed from the premises for any reason, the Owner is expected to fulfill their housing obligations for the remainder of the housing contract.

VI. Non-retaliation Provision

The Ohio State University will not retaliate against any person because that individual has requested or received reasonable accommodation in Housing and Residence Education, including a request for an Assistance Animal.