



**ASSISTANCE ANIMAL RULES & REGULATIONS**

Tenant Name(s):		
Address:		
Type of Animal:	# of Animals:	Effective Date:

**NUISANCE** - The Animal(s) may not cause any damage to the premises, nor may the Animal cause any discomfort, annoyance, or nuisance to any other tenant on the premises or any neighboring properties (i.e. barking, growling, chasing, running free, etc.)

**SANITARY PROBLEMS** - All Animals must be housebroken. Animal(s) may not be allowed to urinate or defecate anywhere inside the unit other than in a receptacle designed for that purpose. Tenants shall immediately remove and properly dispose of all Animal waste on the grounds. Tenant shall NOT allow Animal(s) to deposit waste on neighboring properties or near other Tenants units.

**COMPLIANCE WITH LAWS** - Most municipalities require Animal to be licensed and have proof of vaccinations. Tenants agree to comply with all applicable governmental laws and regulations.

**CONTROL OF ANIMAL** - Tenant shall maintain control of Animal(s) at all times. If Animal(s) is allowed outside, Animal(s) must be leashed at all times. Tenant shall not allow Animal(s) into any common areas without direct supervision (i.e. leashed).

**CATS** - All cats are required to be neutered/spayed and declawed. Tenant shall provide proof that this procedure has been done. Tenant agrees to change litter boxes at least once a week and keep the area around the litter box clean.

**DOGS** - Tenants are required to meet the qualification requirements per the Animal Qualification Requirements form which outlines a detailed description of the Animal.

**HOUSEBROKEN** - Tenant warrants that Animal(s) is/are housebroken and has no history of causing physical harm or injury to persons, animals, or property.

**LANDLORD’S remedies for violations:**

1- **Removal of Animal by Residents.** If, in Landlord's sole judgment, any rule or provision of this Animal Agreement is violated by Tenants or their guests, Tenants shall immediately and permanently remove the Animal(s) from the premises upon written notice from Landlord. The requirement of removal shall not relieve Tenant of any liabilities regarding the lease agreement (i.e. Tenant cannot abandon the lease as a result of being required to remove the Animal(s)). The requirement of removal shall not relieve Tenant of the duty to pay the full rent in the lease agreement, including Animal rent (if applicable).

2- **Cleaning and repairs.** Tenant(s) shall be jointly and severally liable for the entire amount of all damages caused by the Animal (s). If any item cannot be satisfactorily cleaned or repaired, Tenants must pay for complete replacement of such item. If urine odor is detectable, carpet may be replaced and all costs to do so are the responsibility of the Tenant. Tenant may also be liable for any additional costs associated with urine odor removal. (Landlords are entitled to recover double the damages for waste committed by a tenant’s Animal(s) under WI Statute 844.19.)

4- **Injuries.** Tenants shall be strictly liable for the entire amount of any injury to any person or property caused by the Animal(s), and shall indemnify Landlord for all costs resulting from same.

5- **Move-out.** Having a Animal(s) constitutes abnormal wear and tear to carpeted areas. After Tenants vacate the Premises, they shall provide proof of professional carpet cleaning to Landlord.

6- **Other remedies.** This Animal Agreement is an Addendum to the Lease Agreement between Landlord and Tenants. If any rule(s) or provision of this Animal Agreement is violated, Landlord shall, in addition to the foregoing, have all rights and remedies set forth in the Lease Agreement for violations thereof.

I HAVE READ AND AGREE TO THE ANIMAL RULES AND REGULATIONS LISTED ABOVE.

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

# 2018 Wisconsin Act 317

## Animals That Do Work or Perform Tasks for Individuals with Disabilities (“Animal”)

- If a rental applicant/tenant (“Tenant”) has a disability and a disability-related need for an Animal, it is discrimination for a Landlord to do any of the following because the Tenant keeps such an Animal:
  1. Refuse to rent;
  2. Cause the eviction of;
  3. Require extra compensation from the Tenant as a condition of continued residence; or
  4. Engage in the harassment of the Tenant.
- If a Tenant wants to keep an Animal, the Landlord may request -- unless the disability and the disability-related need is apparent or known -- that the Tenant provide:
  1. Reliable documentation that the Tenant has a disability; and
  2. Reliable documentation of the disability-related need for the Animal.
- A Tenant who keeps an Animal shall accept liability for damage to the premises caused by the Animal.
- A Landlord can deny a Tenant the ability to keep an Animal if:
  1. The Tenant is not disabled, does not have a disability-related need for the Animal, or fails to provide the necessary documentation;
  2. Allowing the Animal would impose an undue financial and administrative burden or would fundamentally alter the nature of services provided by the Landlord;
  3. The specific Animal poses a direct threat to a person's health or safety that cannot be reduced or eliminated by another reasonable accommodation;
  4. The specific Animal would cause substantial physical damage to a person's property that cannot be reduced or eliminated by another reasonable accommodation.

## Emotional Support Animals (“ESA”)

- An ESA is defined as an animal that provides emotional support, well-being, comfort, or companionship to an individual but is not trained to perform tasks for the benefit of a disabled person.
- If a rental applicant/tenant (“Tenant”) has a disability and a disability-related need for an ESA, it is discrimination for a Landlord to do any of the following because the Tenant keeps an ESA:
  1. Refuse to rent;
  2. Cause the eviction of;
  3. Require extra compensation from the Tenant as a condition of continued residence; or
  4. Engage in the harassment of the Tenant.
- If a Tenant wants to keep an ESA, the Landlord may request -- unless the disability and the disability-related need is apparent or known -- that the Tenant provide:
  1. Reliable documentation that the Tenant has a disability; and
  2. Reliable documentation of the disability-related need for the ESA from a licensed health care professional.

**NOTE:** A “licensed health care professional” is defined as a physician, psychologist, social worker, or other health care professional who satisfies all of the following:

1. Licensed or certified in the state of Wisconsin; and
  2. Acting within the scope of his or her license or certification.
- A Tenant who keeps an ESA shall accept liability for damage to the premises caused by the ESA.
  - A Landlord can deny a Tenant the ability to keep an ESA if:
    1. The Tenant is not disabled, does not have a disability-related need for the ESA, or fails to provide the necessary documentation;
    2. Allowing the ESA would impose an undue financial and administrative burden or would fundamentally alter the nature of services provided by the Landlord;
    3. The specific ESA poses a direct threat to a person's health or safety that cannot be reduced or eliminated by another reasonable accommodation;
    4. The specific ESA would cause substantial physical damage to a person's property that cannot be reduced or eliminated by another reasonable accommodation.
  - *If a Tenant, for the purpose of obtaining housing, intentionally misrepresents that s/he has a disability or misrepresents the need for an ESA to assist with the disability, the Tenant shall **pay a fine of not less than \$500.***
  - *If a licensed health care professional, for the purpose of allowing a patient to obtain housing, misrepresents that the patient has a disability or a disability-related need for an ESA, the health care provider shall **pay a fine of not less than \$500.***