



Don't Let Service Animals Take a Bite Out of the Condominium Association's Bank Account

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Many condominium associations have policies that prohibit or regulate the ownership of pets. For the most part, associations have become adept at dealing with those having pets and those requesting permission to have a pet. However, as a recent lawsuit filed by the Justice Department in Utah shows, things are very different when the pet in question is a service animal.

Service animals perform tasks for people with disabilities, such as assisting the blind. With increasing frequency, service animals provide necessary assistance to those suffering from depression, anxiety, and Post Traumatic Stress Disorder (PTSD). Contrary to what many believe, service animals are working animals, not pets.

The lawsuit filed by the Justice Department involves a disabled combat veteran's request for permission to keep his dog, a labradoodle, in the condominium unit he was renting with his wife. According to a prescription from a doctor at the Veteran's Administration and a letter from his psychotherapist, the dog helps the veteran cope with the effects of depression and anxiety disorder.

The condominium association had a comprehensive policy for allowing pets, including additional procedures for processing requests for service animals. The veteran was required to provide proof that the dog was medically necessary, execute a medical release, obtain liability insurance, complete the pet registration forms, and pay a \$150 pet registration fee.

The veteran steadfastly refused to pay the pet registration fee. Despite numerous communications among the parties, the condominium association refused to grant the veteran permission to keep the dog. The association also levied numerous fines against the owner of the unit.

The veteran's lease was not renewed due to his refusal to pay the fees and fines. Though the association ultimately waived the fines imposed against the unit owner, the pet registration fee was deducted from the veteran's security deposit.

The veteran filed a complaint with the Department of Housing and Urban Development (HUD). HUD, in turn, filed a Charge of Discrimination against the condominium association, the property management company, and the on-site property manager (Defendants), alleging:

- The Defendants violated the Fair Housing Act (FHA) by discriminating against the veteran in the terms, conditions, or privileges of the rental of a dwelling, by refusing to make a reasonable accommodation to modify their pet policy, when such accommodation was necessary to afford the veteran an equal opportunity to use and enjoy the dwelling;
- The Defendants violated the FHA by making housing unavailable to the veteran because of his disability;

- The Defendants violated the FHA by imposing a fee and fines for the veteran's service animal;
- The Defendants violated the FHA by maintaining a discriminatory policy requiring those with certain disabilities to go through additional steps to obtain an accommodation necessary for equal enjoyment of the property;
- The Defendants violated the FHA by insisting that the veteran consent to the release of his private medical information when it was not necessary to grant a needed accommodation; and
- The veteran and his wife suffered damages, including relocation costs, loss of a portion of their security deposit, the cost of liability insurance, other miscellaneous costs, physical and emotional distress, anxiety, and inconvenience.

Upon receiving the Charge of Discrimination, the condominium association elected to have the case heard in federal court. Shortly thereafter, the parties entered into a consent decree, or settlement, requiring the Defendants to:

- Pay the disabled veteran \$20,000;
- Attend fair housing training;
- Implement a new reasonable accommodation policy that does not charge pet fees to owners of service or assistance animals or require them to purchase liability insurance; and
- Comply with various notice, monitoring and reporting requirements.

This was a costly and humiliating loss to the Defendants. Fortunately, other condominium associations can benefit from this lawsuit by learning the same lesson without having to pay the same price.

Optimally, this lawsuit will compel association board members to become familiar with the laws protecting those in need of reasonable accommodation, such as service animals. At a minimum, however, board members must recognize that a request for permission to keep a service animal must be treated differently than other requests.

This recognition will alert the board to proceed cautiously and seek guidance or counsel to avoid unlawful conduct on the part of the association. Otherwise, the education of other condominium associations may come at the expense of your association.

If you have any questions about the information contained in this article, or if you would like to discuss how we can serve you and your association, please [contact us](#).

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