



Must I rent to a tenant who has an assistance animal considered to be dangerous by the landlord's insurance company?

QUESTION: I am processing a rental application on a property I manage from a veteran who says she has post-traumatic stress disorder. She says her pit bull provides emotional support that helps alleviate the symptoms of her disability. I know I can ask her for paperwork from a health-care professional confirming the existence of her disability and the need for an assistance animal. However, I have reason to believe that the landlord's liability insurance carrier may exclude coverage for personal injuries caused by certain breeds of dogs. Assuming this vet is otherwise qualified to rent the property, may I deny her application based on the fact that her assistance animal is a pit bull?

ANSWER: Possibly. This issue is addressed in a [HUD memorandum](#) issued in 2006 ("Memo") to assist HUD investigators in examining Fair Housing "reasonable accommodation" cases where a housing provider cites an insurance policy restriction in denying a request from a person with a disability to reside in a dwelling with an assistance animal that is of a breed of dog the landlord's insurance carrier considers dangerous.

The Fair Housing laws require a housing provider to provide a "reasonable accommodation" to persons with disabilities. An accommodation is unreasonable if it imposes an undue financial and administrative burden on a housing provider's operations. According to the Memo, "[i]f a housing provider's insurance carrier would cancel, substantially increase the costs of the insurance policy, or adversely change the policy terms because of the presence of a certain breed of dog or a certain animal, HUD will find that this imposes an undue financial and administrative burden on the housing provider."

However, the Memo contains two caveats: (1) "the investigator must substantiate the housing provider's claim regarding the potential loss or adverse change to the insurance coverage, by verifying such a claim with the insurance company directly," and (2) consider "whether comparable insurance, without the restriction, is available in the market." Thus, you should permit the prospective tenant to have a pit bull for an assistance animal unless you can confirm—in writing if at all possible—that doing so will affect the availability or cost of liability insurance under either your landlord's current policy or under a comparable policy from another carrier in the marketplace.

NOTE: for further information on the subject of assistance animals, see the Q&A titled "[Assistance Animals and the Fair Housing Laws](#)" that appeared in the 2013 3rd quarter issue of the PMD's *Property Management Quarterly*.

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