Residence Life Animal Policy

Section I. Introduction and Background

While some Residence Life facilities within the University system allow pets, the University of Alaska (UA) Departments of Residence Life recognize the importance of Service and Assistance Animals to the well-being of our residents. UA is committed to allowing Service and Assistance Animals in our community as necessary to provide qualified individuals an equal opportunity to use and enjoy the experience of living on-campus. This policy explains the specific requirements and guidelines applying to all animals present in Residence Life facilities. UA reserves the right to amend this policy at any time as circumstances require.

For the Animals on Campus policy, please see:

- UAF Policy 05.09.001 https://uaf.edu/chancellor/initiatives-and-policies/policy/05.09.001.php
- UAS Policy https://uas.alaska.edu/policies/animals.html

Section II Definitions

Service Animal
A dog (and in certain circumstances, a miniature horse) that has been individually trained to perform a task for the benefit of an individual with a disability. As provided in the Americans with Disabilities Act (ADA), individuals with disabilities may bring their Service Animals with them anywhere the individual is normally allowed to go.

Assistance Animal
An animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person’s disability, and has been approved to be present in on-campus housing by Disability Services (student residents) or the ADA Accessibility Team (employee and guest residents) as a reasonable accommodation for an individual with a documented disability under applicable procedure. Assistance Animals are sometimes also referred to as an emotional support animal, therapy animal, or comfort animal.

Pet
An animal kept for ordinary use, pleasure, and/or companionship.

Handler
An individual who is responsible for or possesses any animal in Residence Life facilities.

Disability Services
Disability Services (DS) on each campus collaborates with students, faculty, and staff to ensure that students with disabilities have equal access to all University programs and activities.
ADA Accessibility Team
The ADA Accessibility Team serves within UA Human Resources and is responsible for ensuring employees and visitors at all UA system locations and events have equal access to all University programs and activities.

Section III General requirements and limitations

Locations
In accordance with this policy, Service Animals are allowed in all Residence Life facilities and may accompany their Handler everywhere the Handler is allowed to go. Approved assistance animals are allowed within the Handlers residence and common areas (e.g., laundry room, lounge) only. Pets are only allowed in specific Residence Life facilities as listed below.

Single student housing
Residents of Moore, Bartlett, Skarland, Nerland, Stevens, McIntoch, Lathrop, Wickerson and Cutler may not have pets, with the exception of fish in a single tank not to exceed 10 gallons.

Employee, family and graduate housing
Residents of Chandalar, Hess Village, Rainey Cabin and Tanana may have one small caged animal, or one dog, or one cat per household. Residents of Stuart and Walsh may have one cat per household. Residents of Harwood and Garden may not have pets with the exception of fish. All residents may have fish in a single tank not to exceed 10 gallons.

Pets must be contained in the handler’s individual unit at all times except when transported outside the unit via animal carrier, leash, or harness; animals must be restrained and under the handler’s control at all times.

No animal may be tethered to university buildings, motor vehicles, trees, railings, light poles, benches, posts or other structures, or kept on runs outside of units.

Registration and Deposits
A. All animals must be registered according to local and municipal laws.

B. Additional UA registration and approval requirements:

Service Animals
Service Animals do not have to be registered with Disability Services or Residence Life. Handlers may choose to register their Service Animal for emergency contact purposes.

No deposit is required for Service Animals.

Assistance Animals
Prior to entering Residence Life facilities, Assistance Animals must be:
  a) approved by Disability Services and
  b) registered with Residence Life

No deposit is required for Assistance Animals.
Pets

Prior to entering Residence Life facilities, Pets must be registered with Residence Life, and deposits may be required, depending on the facility and the type of Pet.

Pet Deposits
a. $1000 refundable dog or cat deposit, per household, in addition to other residence life deposits.
b. $100 refundable deposit for a small caged animal.
c. No deposit is required for fish allowed under this policy.
d. The return of the deposit will occur after an inspection of the apartment is completed at move out or after the animal is permanently removed from the unit.

Vaccination
- All animals must have current vaccinations, as required by state and local law, and wear a current rabies vaccination tag, as applicable.
- Handlers must provide proof of current vaccinations before the animal moves into Residence Life.
- Residence Life may ask for a current vaccination record at any time during an animal's residency.

Spay/Neuter
All Pet cats and dogs must be spayed/neutered.

Section IV General Expectations

General Expectations

A. Animals may not engage in behavior that endangers the health or safety of the Handler or any other individual.

B. All animals must be housebroken (regarding dogs, housebroken refers to being trained to urinate and defecate outside in an appropriate location - pee pads are not permitted; for cats, housebroken refers to being trained to urinate and defecate in a litter box; for small caged animals and fish, housebroken refers to urinating and defecating in their cage/aquarium).

C. The Handler must maintain control of and supervise the animal at all times and will not allow any other individual to take control of, supervise, or care for the animal except as in “E” below.

D. Handlers are responsible for ensuring their animals do not disrupt other residents or the community, this includes disruptive barking, whining, meowing, squeaking, squawking, talking, etc.

E. Handlers may leave their animals unattended in their assigned residential unit only for a reasonable period of time, as determined by Residence Life staff based on the totality of the circumstances. Any animal left unattended in the Handler's residential unit must be contained, as appropriate for the type of animal, when the Handler is not present during
the day while attending classes or other activities. Handlers may not leave their animals (excluding fish) in residential facilities while the Handler is away overnight without Residence Life staff written approval. For extended absences, the animal must travel with the Handler or be boarded off campus when the Handler is away. Any animal found in the Handler’s assigned residence in violation of these expectations or without its Handler and outside the Handler’s assigned residence is subject to capture, confinement, and immediate removal from Residence Life facilities.

F. Handlers must follow all other University and Residence Life policies, such as ensuring the animal does not interfere with other individuals, Residence Life staff and other University employees, or the Residence Life facility.

G. Residents or guests found with an unauthorized animal in Residence Life facilities will be required to immediately remove the animal. Residents who possess or allow an unauthorized animal in a Residence Life facility are responsible for any damage or injury caused by the unauthorized animal, including any damage or injury caused by an animal belonging to a guest of the resident.

H. Handlers are required to immediately report any damage or injury caused by their animal, whether in Residence Life facilities, on University property, or elsewhere.

I. Handlers must notify Residence Life as soon as an animal no longer resides in Residence Life. Handlers of Assistance or Service Animals must notify Residence Life if the disability-related need for the animal no longer exists and they still possess the animal in Residence Life. To replace an Assistance or Service Animal, the Handler must follow the procedures in this policy when arranging for a different animal.

Animal care, cleanliness, and supervision

Handlers are responsible for the care, cleanliness, and supervision of their animals. This includes the cleanliness of the Residence Life facility, including the individual unit, interior spaces in which the animal accompanies the Handler, and the exterior walkways, lawn areas, etc. Handlers must immediately pick up waste left by their animals on University property and dispose of it in outdoor garbage cans. Handlers must keep their animal and living space clean and free from offensive odors. Contact your campus Residence Life office for specific grooming and bathing expectations.

The Handler must comply with Alaska Statute 03.55.100 regarding the minimum care for animals, including:

- Food and water sufficient to maintain each animal in good health;
- An environment compatible with protecting and maintaining the good health and safety of the animal; and
- Reasonable medical care at times and to the extent available and necessary to maintain the animal in good health.

Handlers must follow reasonable directions for ensuring the animal does not interfere with other residents’ peaceful living, or disturb, distract, offend, or intimidate other individuals (e.g. residents who might have allergies or fear of the animal).

Residence Life staff are not responsible for the care, cleanliness, or supervision of any animal, including but not limited to providing care for the animal, cleaning up after the animal, or
removing the animal during emergency evacuation for events such as alarm drills or a fire. Emergency personnel will determine whether to remove the animal and may not be held responsible for the care, injury to, death of, or loss of the animal.

Animal Emergency Contact

The Handler needs to identify an emergency contact that in the event where the owner is unable to care for the animal, the emergency contact will be responsible for the animal. The emergency contact must be willing to care for the animal and be able to retrieve the animal promptly after being contacted by university staff. If the emergency contact lives on campus, the emergency contact will need to arrange for the boarding of the animal off campus until the Handler is able to care for the animal. The emergency contact will be asked to produce photo identification prior to taking custody of the animal or gaining access to the Handler’s space.

Animal Emergency Contact
- At least 18 years of age
- Able to retrieve the animal within 12 hours of being contacted by the university
- Must abide by all university policies and procedures

If an emergency contact is not provided, unavailable or unwilling to care for the animal, the animal will be placed with animal control at the Handler’s expense.

Section V Inspections

As part of the University’s standard or routine inspections, Residence Life staff will inspect the residence to ensure that residents are in compliance and following applicable policies. Inspections are not always pre-scheduled and may occur at any time. Residents must comply with all inspections.

Section VI Conflicting Health Conditions

Residents who have a health-related concern about exposure to an animal (e.g., respiratory diseases, asthma, allergies) are encouraged to contact Disability Services (students) or the ADA Accessibility Team (employees and guests) to request a reasonable accommodation.

Section VII Violations of Policy / Removal of Animal / Disruptive Animals

All Handers must fully comply with the terms of the Residence Life Animal Policy, the general Residence Life policies, and University policies, and must cooperate with University personnel in developing and following procedures for care of the animal (e.g., cleaning the animal, feeding/watering the animal, designating an outdoor relief area, disposing of animal waste).

Failure to comply with the terms of the Residence Life Animal Policy, other Residence Life policies, or University policies may result in fee assessment for damages or expenses, disciplinary action, the removal or exclusion of the animal, termination of the housing agreement (eviction), and any other remedies available under policy and law.

The Handler is financially responsible for any damage to property beyond reasonable wear and tear, including animal odors and injury to individuals caused by the animal. If fumigation is required due to fleas, ticks, or other pests related to an animal, affected areas will be treated using approved fumigation methods by a University-approved pest control service, and the Handler will be responsible for the expense of any pest treatment above and beyond standard
pest management in residential facilities. Fees or charges will be assessed against the Handler’s University account or billed to the Handler directly.

Animals may be removed or excluded under the following circumstances:
- The animal poses a direct threat to health or safety;
- The animal is not housebroken;
- The Handler does not maintain control of the animal, including but not limited to during any interaction with other animals;
- The presence of an animal fundamentally alters a University program;
- The animal causes harm or damage; or
- Any provision of this policy or other Residence Life or University policies is violated.

Removals and exclusions are considered on a case-by-case basis. In situations where the animal being removed is an accommodation related to a disability, the Handler may contact the campus Disability Services to discuss options.

An animal may be impounded and removed from the University property by University personnel, the University Police Department, the local animal control authority, or other authorities. If removal is necessary, the individuals involved in removing the animal may not be held responsible for the care, injury to, death of, or loss of the animal.