

*A Tenant's Guide to New York City's Pet Laws*

An elderly woman with short grey hair, wearing a purple long-sleeved sweater, is sitting on a bed with a floral patterned headboard. She is smiling and looking towards the camera. In front of her, a golden retriever dog is sitting on a brown carpet, looking up at her with its mouth open. The room is dimly lit, with a lamp on a bedside table to the right. The overall atmosphere is warm and cozy.

# Keeping Your Pet in a NYC Apartment

MFY Legal Services, Inc. & Community Access, Inc.



One need not be a pet lover to appreciate that for many there is a special love that attaches to owning a pet, that companion

and source of joy who can separate the sad and solitary from a world of loneliness and despair . . . or just be a devoted friend whose loyalty remains steadfast in good times and bad. Indeed, so strong can be the bond between owner and pet that society recognizes the need for laws to protect each from the unscrupulous who would prey on one's love for an animal to achieve their own selfish ends.

– Hon. Douglas E. McKeon  
*184 W. 10<sup>th</sup> Street v. Marvits*<sup>1</sup>

## Introduction

Many New Yorkers live in housing that does not allow pets. Nevertheless, many New Yorkers either would like to get or already have a pet, despite the prevalence of no-pet clauses in leases.



This guide will help you understand the laws about pet ownership in New York City, including when you can have a pet in no-pet housing. In most cases, the law will not give you a clear right to have a pet, so you must consider your options and weigh the risks carefully. If you get a pet without permission, you run the risk of being brought to housing court by your landlord. Then you may have to make the difficult decision between giving up your apartment and giving up your pet.

This guide covers four areas of law. Each section describes legal terms and the current state of the law and discusses what to do if you already have a pet and what to do if you want to get one. The first section discusses the Pet Law, which states that a landlord cannot evict someone for having a pet if the pet was kept openly and the landlord knew about the pet for at least three months. The second section addresses emotional support animals. People with psychiatric disabilities may sometimes have the right to keep a pet as an emotional support animal, even in no-pet housing. The third section covers the New York City Housing Authority rules governing pet ownership. Fourth, the guide describes the situations in which pets may be considered a nuisance sufficient to allow a landlord to evict a tenant. Finally, the guide provides resources for a tenant who has to give up a pet in order to avoid eviction.

Please note that the laws described in this guide can change. If you find yourself at risk of eviction because of a pet, you should consult an attorney to be sure the information is still accurate.

## I. Pet Law

The Pet Law<sup>2</sup> may override a no-pet clause in a lease. Under the Pet Law, a landlord is deemed to have waived his right to enforce a no-pet clause if:

- ♦ the tenant has kept a pet “openly” and “notoriously,”
- ♦ the landlord or his agent has known or should have known of the pet for three months or more, and
- ♦ the landlord does not begin a court case to enforce the no-pet clause.



The Pet Law applies to renters living in buildings with three or more apartments and to the owners of cooperative apartments in all five boroughs of New York City.<sup>3</sup> It also applies to condominium owners in Brooklyn, Queens, and Staten Island,<sup>4</sup> but not to condo owners in Manhattan and the Bronx.<sup>5</sup> The Pet Law does not apply to New York City Housing Authority (NYCHA). See the NYCHA section on page 9 for its rules.

It is important for pet owners to understand that simply keeping a pet openly for three months is not enough to get protection under the Pet Law. The landlord must have knowledge of the pet. In some cases, it is enough that the landlord *should have* known about the pet. For example, if someone employed by the landlord, such as a super or a doorman, has seen the pet, then a judge may find that the landlord should have known about the animal's presence.<sup>6</sup> This is true even if the employee never actually told the landlord about the pet. It is more difficult to prove that the landlord should have known about the pet in a large complex with multiple buildings because it will be harder to show than an employee of the landlord actually saw the pet.<sup>7</sup>

In Manhattan and the Bronx, a waiver under the Pet Law only applies to the specific pet that was kept openly for three months.<sup>8</sup> It does not apply to any subsequent pet. Therefore, if your pet dies, the protection does not continue to a new pet. It has not yet been established by the courts whether the waiver applies to a subsequent pet in Brooklyn, Queens, and Staten Island. To be safe you should assume it does not.<sup>9</sup>

## What should I do if I already have a pet?

As stated above, in order to be entitled to keep your pet under the Pet Law, you must have kept the animal openly. In other words, you cannot hide the pet or deny that a pet is yours if it is seen by the building's owner or his agent. You should make sure your pet is visible if the landlord or his agent comes to your apartment for repairs. Take your pet through the lobby and make sure it is visible to any employee or agent of the landlord, such as a doorman or super. Be sure not to conceal the pet or deny that it is yours if you are asked.<sup>10</sup>

Although the Pet Law applies to all pets, it is most commonly applied to dogs. Cats and other small pets are unlikely to be taken through the lobby on a regular basis and are much less likely to be seen by a landlord or his agents. Typically, the only time such pets are seen is when maintenance is done in a tenant's apartment. However, if a landlord or his agents sees a pet or signs of a pet, such as a litter box, during a visit to an apartment, the Pet Law comes into play.<sup>11</sup> If the landlord does not begin court proceedings within three months of gaining knowledge of the pet, then he has waived his right to evict you based on having the pet.



In addition to taking care to be open with your pet, you should start assembling proof in case you are someday brought to court by your landlord. Hopefully, you will never need this evidence, but it will make your case stronger if your landlord files suit against you due to your pet. The evidence should include:

- ♦ proof of the date you got your pet and brought it home;
- ♦ dates and times when you took your pet through the lobby and who, if anyone, saw you; and
- ♦ dates and times the landlord or his agent came to your apartment and saw your pet.

You would use this proof if your landlord brings a case against you for having a pet.

## 2. Emotional Support Animals

Some people with psychiatric disabilities may be able to keep a pet as an emotional support animal. Federal and state anti-discrimination statutes require landlords to make reasonable accommodations for a person's disability.<sup>12</sup> In some circumstances, a reasonable accommodation means that a tenant must be allowed to have a pet that functions as an emotional support animal.

The reasonable accommodation requirement means that a landlord may be legally required to treat a person with a disability differently than a person who is not disabled. Therefore, a no-pet clause in a lease must yield to a person's need for some form of assistive animal. An emotional support animal serves a similar purpose as assistive animals for people with physical disabilities, such as guide dogs for the visually impaired. An emotional support animal can help a person with a psychiatric disability live in the community by providing companionship and stability. The responsibility of caring for a pet can also provide purpose and motivation for some people with disabilities. Without the emotional support animal, a person's isolation or loneliness may cause her illness to become worse, necessitating increased psychiatric care, including hospitalization. Just as landlords must allow a visually impaired tenant to keep a guide dog, a landlord may be required to allow a psychiatrically disabled tenant to keep an emotional support animal.

Establishing the need for an emotional support animal can be tricky, however. While a visually impaired person can easily document the need for a service dog, a landlord may suspect a request to have an emotional support animal is simply an excuse to avoid a no-pet clause in a lease. Unlike a physical disability, a psychiatric illness and the need for an emotional support animal cannot be proved by a concrete medical test. Tenants and landlords must rely on psychiatric expertise.

Not everyone with a mental illness will qualify to have an emotional support animal. You must meet the following requirements:

### a. You must have a disability.

The legal definition of disability for the purposes of having an emotional support animal is that you are substantially limited in a major life activity.

Simply having a diagnosed mental illness is not enough. If you receive Social Security Disability (SSD), Supplemental Security Income (SSI), or another form of disability benefits, you probably meet this requirement because you have been found unable to work, one of the major life activities.

If you are able to work and do not receive disability benefits, it will be difficult to prove that you are disabled. However, if you can show that you are substantially limited in a major life activity, you might meet this requirement. Some major life activities include caring for yourself, performing manual tasks, walking, seeing, hearing, speaking, breathing, and learning.<sup>13</sup>

### b. You must be qualified to live in the housing.

You have to meet any income, age, disability, or other requirements of the housing.

### c. You must be reasonable in the type of animal you want to keep.

The right to have an emotional support animal is based on the legal theory of a reasonable accommodation. This means that the landlord does not have to agree to *any* request by a tenant to have an emotional support animal. The landlord only has to agree to a request if it is *reasonable*. Because the test of what is "reasonable" is based on the facts of the situation, this guide cannot define what will and won't be reasonable in every situation. However, there are some guidelines.

First, a tenant cannot request permission to keep an animal that is illegal to be kept as a pet in New York City. Squirrels, ferrets, pot-bellied pigs, monkeys, bees, bats, venomous reptiles, and many other animals are considered "wild" and may not be kept as pets in New York City.<sup>14</sup> A request to have one of these animals can be reasonably denied since they are illegal for anyone to have in the city.

Second, the test of what is reasonable requires balancing the landlord's interests with the tenant's interests. Therefore, a landlord may reasonably







deny a request to keep an animal that could damage the property, is noisy, or might harm or frighten other tenants. In those situations, the landlord's interest in maintaining his property in a safe manner would outweigh the tenant's interest in having the objectionable pet. However, the landlord's objection to the pet must be

realistic. For example, a landlord who denies permission to keep a domesticated cat because it "could be" dangerous is likely looking for an excuse to deny the request. If a tenant believes her landlord is not being reasonable, she should proceed with the steps listed in the section below about what to do if your landlord denies your request. A tenant who was reasonably denied permission to keep a pet that could, in fact, pose a potential problem can follow up with a request to keep a different pet.

#### **d. You must need the animal in order to live in the housing.**

This can be the most difficult requirement to prove. You will need clinical proof that having the animal is necessary to improve your ability to function.<sup>15</sup> Having the emotional support animal must help you cope with the symptoms of your illness. For example, if you have Major Depression, you might need the animal to motivate you to leave your apartment to take a dog for walks, take the pet to the vet, or just to buy supplies. Another example is a person whose psychiatric disability makes interactions with other people difficult. The companionship of an animal can decrease the psychological harm caused by isolation and loneliness. This requirement means that you have to disclose some facts about your disability to your landlord.

You can qualify to have an emotional support animal no matter what kind of housing you live in. In addition, the animal does not need professional training or certification.<sup>16</sup>

## **What should I do if I already have a pet and think I could qualify to keep it as an emotional support animal?**

First, if you've had your pet more than three months, read the prior section on New York's Pet Law. You may be able to safely keep your pet under the Pet Law, which can be easier than proving the need for an emotional support animal.

If you do not think you are able to keep your pet under the Pet Law, then you need to consider the pros and cons of asking for permission to keep your pet as an emotional support animal. If you get permission from your landlord to keep your pet as an emotional support animal, then you don't have to worry about being threatened with eviction. You will also have the peace of mind of knowing that you will never have to risk surrendering your pet. However, the risk of asking for permission is that the landlord will deny it, and you could end up in court. Going to court can be expensive and stressful, even if you eventually win your case and are able to keep both your apartment and your pet. In addition, in order to make the request you must reveal your disability. You will have to submit clinical evidence to support your request, and you could possibly subject yourself to questions about your illness.



If you decide to ask permission, your request is much more likely to succeed if you submit a letter from a clinician such as a psychiatrist or therapist. A sample letter is included in this guide as Appendix A. The letter must include the following information:

- ◆ how long the clinician has been treating you;
- ◆ your diagnosis;
- ◆ that your disability limits a major life activity; and
- ◆ that you need an emotional support animal in order to fully use and enjoy your apartment.

Make sure the clinician understands that the last factor, which states that you need the animal in order to fully use and enjoy your apartment, is absolutely essential. Without showing this relationship among your housing, your disability, and your animal, the landlord can deny your request.



Next, write a letter to your landlord requesting permission to have an emotional support animal. A sample letter is included as Appendix B. Describe what kind of pet you have, and highlight any positive qualities of your pet; for example, it is small, quiet, or has had behavior training.

Let your landlord know that you are willing to work with him and will send any additional information he requests. Remember that your landlord can deny your request even if you have a strong case, so you should be as cooperative as possible. Send your cover letter with your clinician's letter. If you are on SSI or SSD, you should also provide your landlord with a copy of your award letter. If you have neighbors who know your pet and will write letters on your behalf, include those too. Be sure to send all letters to the landlord by certified mail, return receipt requested, and keep copies of all your letters. You will need proof of your request and copies of all correspondence between you and your landlord if your request is denied.

If your landlord denies your request, contact your City Council member. A phone call or letter from a councilmember's staff might persuade your landlord to grant your request.

You can also contact the New York City Commission on Human Rights and the New York State Division of Human Rights. Both can assist you in filing a complaint with their agencies. After the complaint is filed, the agency will investigate. If the agency believes your request was wrongly denied, it will hold an administrative hearing, which can result in a decision that your landlord must allow you to have an emotional support animal.

You may also want to reach out to legal services organizations for advice and assistance. Most will not take your case if you are not currently in housing court and in danger of eviction. If your landlord does take you to court, contact legal services agencies to seek representation.

A list of resources is included as Appendix C.

## What should I do if I do not have a pet but think I could qualify to have an emotional support animal?

It is strongly recommended that you get permission from your landlord *before* you get any pet. If you do not have permission, you risk eviction or having to give up your pet if your landlord learns that you have a pet. However, the risk of going to court or having to give up your pet is probably lower if you have a cat or other small animal that does not leave your apartment, is unlikely to cause any damage to the landlord's property, and is unlikely to bother your fellow tenants. If you have a bad relationship with your landlord, if you know your landlord is seeking to evict tenants who pay lower rents, or if you have any other reason to think your landlord might want to evict you, do not take the risk of getting a pet without permission. If you decide to get a pet without seeking permission, refer to the previous section, which describes New York City's Pet Law.

## 3. New York City Housing Authority

Residents of the New York City Housing Authority (NYCHA) are allowed to have one dog (expected to weigh under 25 pounds when fully grown) or one cat. The allowable weight for dogs was reduced from 40 to 25 pounds on May 1, 2009. The revised rule also bans residents from owning certain dog breeds. Tenants can keep dogs that were registered prior to the rule change, even if they are over 25 pounds or a banned breed. Tenants with unregistered dogs over 25 pounds or on the banned breed list are now in violation of the revised rule and at risk of eviction. Only a NYCHA hearing officer or a judge can tell you to get rid of your dog or evict you if you do not comply with the rules. Tenants can also have small caged birds, fish, and small caged animals such as guinea pigs and gerbils. There is no limit on the number of small animals except that they cannot create an unsanitary condition or be a nuisance. NYCHA requires residents to register each cat or dog every year, and to comply with general good pet-keeping rules, such as vaccinating, having the animal spayed or neutered, getting dogs licensed, and cleaning up after your pets.<sup>17</sup> NYCHA residents can have emotional support animals, but the pets should meet NYCHA's guidelines. The Pet Law does not apply in NYCHA housing.<sup>18</sup>

## 4. Nuisance

Even if you are able to have a pet under one of the laws discussed in this guide, you may still be evicted if your pet is a nuisance. A nuisance is a continuous course of conduct that interferes with your neighbors' ability to live in their homes safely and comfortably.<sup>19</sup> Pet-related nuisances include loud barking, aggressive behavior, noxious odors, urinating or defecating in public areas of the building, and having more animals than you can care for.

A one-time incident of poor behavior by your pet is usually not enough for your landlord to evict you; the behavior must be repeated and ongoing.

Anti-discrimination laws do not require a landlord to allow a person to have a pet that is a nuisance, even if the pet is an emotional support animal. You can be evicted if your emotional support animal is a nuisance. However, anti-discrimination laws can be used to give you and your pet a second chance. As a reasonable accommodation, you can request time to take actions to improve the situation. Depending on the circumstances, this could include getting training for your dog, finding new homes for some animals, or improving the way you care for your animals.<sup>20</sup>



## 5. If You Have to Give Up Your Pet

You do not have to give up your pet just because your landlord tells you to. Only a judge can order you to give up your pet. You can present your case in court and explain why you think you should be allowed to have a pet under the laws discussed in this guide. If a judge disagrees with you, you will be given ten days to “cure” your lease violation by finding another home for your pet.<sup>21</sup> Try to avoid surrendering your pet to a city shelter if you can because it may be euthanized. The city has many “no-kill” rescue organizations, but they are overwhelmed and should only be contacted as a last resort.



Below are some tips for finding a loving home for your pet.<sup>22</sup>

- ◆ Make a flyer and post it in local veterinarians' offices, humane societies, animal shelters, and neighborhood stores.
- ◆ Do not advertise that your pet is free. An adoption fee will help screen out people who want animals for unscrupulous reasons.
- ◆ Require any potential adopter fill out an application.<sup>23</sup>
- ◆ Don't be shy about asking a lot of questions and even requesting a home visit. This is about finding a home for a member of your family.
- ◆ Screen any potential adopters carefully. Look out for possible red flags, such as people who travel frequently, people who have several other animals, college students who move around, or people whose jobs require frequent relocation.

## Conclusion

Pets are an important part of many people's lives and greatly enrich them. We hope that this guide will help you to comply with the law and keep these wonderful companions!

## Footnotes

- <sup>1</sup> 18 Misc.3d 46, 50, 852 N.Y.S.2d 557, 560 (App.Term 1st Dep't 2007) (concurring).
- <sup>2</sup> NYC Administrative Code § 27-2009.1
- <sup>3</sup> *Seward Park Housing Corp. v. Cohen*, 287 A.D.2d 157, 162, 734 N.Y.S.2d 42, 48 (1st Dep't 2001); *Clearview Gardens v. Volpicelli*, 213 A.D.2d 582, 624 N.Y.S.2d 930 (2d Dep't 1995); *Corlear Gardens Housing Company, Inc. v. Ramos*, 126 Misc.2d 416, 481 N.Y.S.2d 577 (Sup. Ct., Bx Cty. 1984) (Because cooperative housing was not explicitly excluded from coverage in the Pet Law statute, Pet Law applies to cooperative housing).
- <sup>4</sup> *Board of Managers v. Lamontanero*, 206 A.D.2d 340, 616 N.Y.S.2d 744 (2d Dep't 1991) (Because condominiums are not explicitly excluded from the term "multiple dwelling" for the purposes of the Pet Law, as buildings owned and managed by the New York City Housing Authority are, and because such an exclusion of condominiums would be substantively harmful to residents, Pet Law applies to condominiums). Decisions from the appellate courts in the Second Department apply to Brooklyn, Queens, and Staten Island.
- <sup>5</sup> *Board of Managers of the Parkchester North Condominium v. Quiles, et al.*, 234 A.D.2d 130, 651 N.Y.S.2d 36 (1st Dept. 1996) (The Pet Law applies to "covenants contained in multiple dwelling leases," but does not apply to condominiums because they constitute a form of fee ownership, where leases are not applicable). Decisions from the appellate courts in the First Department apply to Manhattan and the Bronx.
- <sup>6</sup> *Metropolitan Life Insurance Company v. Datta*, N.Y.L.J. Jan. 29, 2002, Pg. 18, Co. 1 (App.Term 1<sup>st</sup> Dep't); *Adee Tower Apts., Inc. v. Levy*, N.Y.L.J. May 27, 1998, Pg. 27, Co.1 (Civ. Ct.); *Robinson v. City of New York*, 152 Misc.2d 1007, 579 N.Y.S.2d 817, (Sup. Ct., N.Y. Cty. 1991).
- <sup>7</sup> *Metropolitan Life Ins. Co. v. Ruiz*, N.Y.L.J. Nov. 6, 2000, Pg. 24, Co. 6 (App.Term 1st Dep't 2000).
- <sup>8</sup> *Park Holding Co. v. Emicke*, 168 Misc.2d 133, 646 N.Y.S.2d 434 (App.Term 1st Dep't 1996).
- <sup>9</sup> *Megalopolis Prop Assoc. v. Buvron*, 110 A.D.2d 232, 494 N.Y.S.2d 14 (2d Dep't 1985). The language of this case could be interpreted to mean that a waiver applies to all future pets. Legislation has been introduced in the City Council which would apply the waiver to subsequent pets of the same species. As of the publication of this guide, the bill has been pending for two years. For information on the status of the legislation, go to [www.humanenyc.org](http://www.humanenyc.org).
- <sup>10</sup> *69 West 105 Corp. v. Fuentes*, N.Y.L.J. Aug. 4, 1999, Pg. 23, Co. 4 (Civ. Ct.).
- <sup>11</sup> *184 West 10th Street Corp. v. Marvits*, 18 Misc.3d 46, 852 N.Y.S.2d 557 (App.

Term 1st Dep't 2007).

- <sup>12</sup> 42 U.S.C. §3604(f)(3)(B); 42 U.S.C. 12101 et seq.; 29 U.S.C. § 794; NY Exec. Law §296; and the New York City Administrative Code §§ 8-107 and 8-108
- <sup>13</sup> 28 C.F.R. § 35.104(2); 29 C.F.R. § 1630.2(i).
- <sup>14</sup> NYC Health Code § 161.01. For a complete list of illegal animals, call 311 or go to [www.nycacc.org](http://www.nycacc.org).
- <sup>15</sup> *One Overlook Ave. Corp. v. NY State Div. of Human Rights*, 8 A.D.3d 286, 777 N.Y.S.2d 696 (2d Dep't 2004); *Durkee v. Staszak*, 223 A.D.2d 984, 636 N.Y.S.2d 880 (3d Dep't 1996); *Landmark Properties v. Olivo*, 5 Misc. 3d 18, 783 N.Y.S.2d 745 (App.Term 2d Dep't 2004); *Crossroads Apartments Assoc. v. LeBoo*, 152 Misc.2d 830, 578 N.Y.S.2d 1004 (City Ct. Rochester Cty. 1991).
- <sup>16</sup> Although emotional support animals are analogous to guide dogs and other service animals, emotional support animals do not need to be trained in order to alleviate the effects of a person's disability. Therefore, an emotional support animal can be a reasonable accommodation even if it has received no training. *Janush v. Charities Housing Development Corp.*, 169 F.Supp.2d 1133 (N.D.Cal. 2000). The U.S. Department of Housing and Urban Development, the agency charged with enforcing the Fair Housing Act and Amendments, has also held in administrative decisions that allowing a pet in no-pet housing can be a reasonable accommodation. *HUD v. Dutra*, HUDALJ 09-93-1753-8 (1996); *HUD v. Riverbay Corporation*, HUDALJ 02-93-0320-1 (1994).
- <sup>17</sup> For a full list of NYCHA's pet rules, go to NYCHA's website, [www.nyc.gov/html/nycha/html/residents/petpolicy.shtml](http://www.nyc.gov/html/nycha/html/residents/petpolicy.shtml). NYCHA residents can ask their housing assistant for a copy of the rules.
- <sup>18</sup> The Pet Law specifically exempts housing managed by the New York City Housing Authority from its provisions. NYC Administrative Code § 27-2009.1(e).
- <sup>19</sup> *Domen Holding Co. v. Aranovich*, 753 N.Y.S.2d 57 (1<sup>st</sup> Dept. 2003); *appeal dismissed*, 760 N.Y.S.2d 98 (2003), and *aff'd as modified*, 769 N.Y.S.2d 785 (2003).
- <sup>20</sup> *Woodside Village v. Hertzmark*, 1993 Conn. Super. LEXIS 1726. The landlord in this case gave the developmentally disabled tenant the chance to take his dog to behavior training and tried to teach him to be a responsible owner with regard to his dog's bathroom habits. The tenant was unable to improve his own or his dog's behavior, so the court held that the tenant could be evicted.
- <sup>21</sup> RPAPL §753(4).
- <sup>22</sup> These tips are adapted from the website of the Brooklyn Animal Foster Network. For more information, go to [www.brooklynanimalfosternetwork.org/what\\_if.html](http://www.brooklynanimalfosternetwork.org/what_if.html).
- <sup>23</sup> A sample adoption application can be found at [www.brooklynanimalfosternetwork.org/pdfs/BAFN-ADOPTION\\_AGREEMENT.pdf](http://www.brooklynanimalfosternetwork.org/pdfs/BAFN-ADOPTION_AGREEMENT.pdf).



## Appendix A: Sample Letter from a Clinician

Name of Professional  
(therapist, physician, psychiatrist, rehabilitation counselor)  
XXX Road  
City, State Zip

VIA REGULAR AND CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

[date]

Landlord Name  
Landlord Street Address  
Landlord City, State ZIP

Dear [Landlord]:

I am writing on behalf of [Full Name of Tenant] to request that he/she be granted permission to have an emotional support animal. [Name] is my patient, and has been under my care since [date]. I am familiar with his/her history and with the functional limitations imposed by his/her disability.

Due to mental illness, [name] is substantially limited in [social interaction/coping with stress/anxiety, etc.]. In order to help alleviate these difficulties, and to enhance his/her ability to live independently and to fully use and enjoy the dwelling unit you own and/or administer, I am prescribing an emotional support animal that will assist [name] in coping with his/her disability.

Upon request, I would be happy to answer other questions you may have concerning my recommendation that [name] have an emotional support animal. Should you have additional questions, please do not hesitate to contact me.

Sincerely,

Name of Professional  
title, licenses

## Appendix B: Sample Letter from a Tenant

(to be sent with letter from Clinician)

Your name  
XXX Road  
City, State Zip

VIA REGULAR AND CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

[date]

Landlord name  
Landlord Street Address  
Landlord City, State ZIP

Dear [Housing Authority/Landlord]:

Pursuant to the federal Fair Housing Act, I am writing to request permission to keep a pet as an emotional support animal. I am a person with a disability and am requesting a reasonable accommodation to [the building's/my lease's] rule against having a pet.

I am enclosing a letter from my [psychiatrist/therapist/physician] explaining my disability and why I need to have an emotional support animal.

I would like to get a [dog/cat/bird/turtle]. [Explain why the pet will not bother other tenants or damage the property. For example, it won't leave the apartment, it's a quiet type of pet, you'll make sure the dog is trained, the dog will be under a certain weight, etc.]

If you have any questions or need additional documentation, please call me at xxx-xxx-xxxx.

Sincerely,

Your name  
Enclosure

## Appendix C: Resources

### Legal Help

If you can pay for an attorney, call 212-626-7373 for a referral from the New York City Bar Association. If you cannot afford an attorney and you have a serious mental illness, you can call MFY Legal Services' Mental Health Law Project at 212-417-3830. For other providers of free legal services, go to [www.lawhelp.org](http://www.lawhelp.org).

### Animal Organizations

#### Mayor's Alliance for New York City's Animals

212-252-2350 [www.animalallianceny.org](http://www.animalallianceny.org).

The Mayor's Alliance works with the City of New York toward the goal that no cat or dog is killed simply because it does not have a home. Over 140 rescue groups and shelters work with the Mayor's Alliance toward this goal.

#### New York Animal Care and Control (AC&C)

311 [www.nycacc.org](http://www.nycacc.org)

AC&C accepts all animals surrendered to it. However, its shelters should be used as a last resort because they sometimes have to euthanize healthy animals due to overcrowding.

#### AC&C Safety Net Program

917-468-2938 [www.nycacc.org/safetynet.htm](http://www.nycacc.org/safetynet.htm)

If you are considering surrendering your animal because of behavioral issues, allergies or asthma, landlord or neighbor issues, domestic violence, financial reasons, pet illness, a hospital stay, or any other reason, this program has ways to help you get through a difficult time and solve problems you are having without giving up your animal. Programs are free or low cost.

### Government Resources

#### New York City Council

[www.council.nyc.gov](http://www.council.nyc.gov)

You can find out who your Council Member is at the website or by calling 311.

#### New York City Commission on Human Rights

212-306-7450 [www.nyc.gov/html/cchr/home.html](http://www.nyc.gov/html/cchr/home.html)

You must call to make an intake appointment in order to file a complaint.

#### New York State Division of Human Rights

888-392-3644 <http://www.dhr.state.ny.us>

You can download a complaint form at the DHR website and send it to your regional office, also listed on the website.

#### U.S. Department of Housing & Urban Development

800-669-9777 <http://www.hud.gov/complaints/housediscrim.cfm>

**MFY Legal Services, Inc.** was founded in 1963 as the legal arm of Mobilization for Youth, a lower Manhattan community organization, and became an independent legal services agency in 1968. For the past 45 years we have provided advice, counsel and representation on housing, public benefits, disability rights, employment, consumer and family law matters. Our highly trained legal staff assists over 6,000 households a year, and provides training and technical assistance to tenants, seniors, people with disabilities and community-based organizations on a wide range of legal topics. For detailed information on MFY's programs, please visit [www.mfy.org](http://www.mfy.org).

**Community Access** was founded in 1974 in response to New York's mass release of psychiatric patients from state institutions. Our initial objective was small – founding board members pooled money and efforts to renovate three apartments on the Lower East Side of Manhattan for relatives who faced homelessness as a result of this significant change in state policy and discharge of patients. Since that humble beginning more than three decades ago, Community Access has been a pioneer in providing award-winning, innovative housing, on-site support services, employment opportunities, and advocacy for adults with chronic and persistent mental illness, many of whom had been previously homeless.

### Acknowledgements

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