

Emotional Support Animal Guidelines and Agreement Academic Year 2026-27

California State Polytechnic University, Humboldt (“Cal Poly Humboldt” or “University”) recognizes the importance of “Emotional Support Animals” as defined by the Americans with Disabilities Act (ADA) and the broader category of “Emotional Support Animals” under the Fair Housing Act that provide physical and/or emotional support to individuals with disabilities.

The University is committed to ensuring that individuals with disabilities who rely on Emotional Support Animals have equal access and full participation in Cal Poly Humboldt’s programs, services, and residential communities, including the opportunity to reside in their assigned bedroom with an approved Emotional Support Animal (ESA).

Although Cal Poly Humboldt generally prohibits animals in Housing & Residence Life, a student may qualify for an ESA as a reasonable accommodation if they complete the interactive process with the Campus Disability Resource Center (CDRC). No ESA may reside in Housing & Residence Life without prior approval under this Policy.

This Policy establishes the requirements for the presence of ESAs within Housing & Residence Life. Cal Poly Humboldt reserves the right to revise this Policy as necessary. The Policy applies exclusively to ESAs, which may be considered a reasonable accommodation in Housing & Residence Life. It does not apply to Service Animals as defined by the Americans with Disabilities Act (ADA).

I. Definitions

a. Emotional Support Animal

“Emotional Support Animals” are a category of animals that provide necessary emotional support to an individual with a mental or psychiatric disability that alleviates one or more identified symptoms of an individual’s disability, but which are not considered Service Animals under the ADA and Cal Poly Humboldt’s Service Animal Policy. It is essential to note that animals that may be required due to a disability may be referred to by various names. For example, an individual may identify the animal as a companion animal, therapy animal, or emotional support animal.

In determining if an Emotional Support Animal will be allowed in Housing & Residence Life as a reasonable accommodation, the following two questions must be answered affirmatively:

- i. Does the person seeking to use and live with the animal have a disability — i.e., a physical or mental impairment that substantially limits one or more major life activities?
- ii. Does the person making the request have a disability-related need for an Emotional Support Animal? In other words, does the animal provide emotional support that alleviates one or more of the identified symptoms or effects of a person's existing disability?
- iii. Even if the individual with a disability establishes the necessity for an

Emotional Support Animal and it is allowed in Housing & Residence Life, an Emotional Support Animal is not permitted in other areas/buildings of the University.

b. Handler

- i. The “Owner” of the Emotional Support Animal referred to in this policy as the “Handler” is the person who has requested the accommodation and has received approval to bring an Emotional Support Animal into Housing & Residence Life.

c. Campus Disability Resource Center

- i. The Campus Disability Resource Center (“CDRC”) collaborates with students, faculty, and staff to ensure that individuals with disabilities have equal access to all Cal Poly Humboldt programs and activities.

II. Procedures For Requesting Emotional Support Animals in Housing & Residence Life

- a. The procedure for requesting Emotional Support Animals follows the general guidelines outlined in The California State University Disability Support and Accommodations Policy ([EO 1111-Disability Support and Accommodations Policy](#)). However, to the extent the requirements and procedures in this Policy conflict with the CDRC’s Reasonable Accommodation Policy, this Policy shall control.
- b. Before bringing the ESA animal to campus, the handler must seek ESA approval from the CDRC office as well as from Housing & Residence Life for each academic year.

III. Criteria for Determining if the Presence of the Assistance Animal is Reasonable

Cal Poly Humboldt recognizes that Housing & Residence Life presents unique circumstances, including the mandatory assignment of roommates. To ensure that the presence of Emotional Support Animals (ESAs) does not create undue financial burdens, safety hazards, or fundamental alterations to Housing & Residence Life operations, the following criteria shall guide decisions regarding ESA requests. For any exceptions, the resident needs to engage in an interactive process with Housing & Residence Life.

a. **General Reasonableness**

Housing & Residence Life, in collaboration with the CDRC, will determine on a case-by-case basis whether the presence of an ESA is a reasonable accommodation.

Requests may be denied if the animal:

- i. Imposes an undue financial burden;
- ii. Fundamentally alters established Housing & Residence Life policies, including the Animal and Pet Policy;
- iii. Poses a direct threat to the health and safety of others or causes substantial property damage;
- iv. Significantly disrupts Housing & Residence Life operations;
- v. Violates established Housing Policies;
- vi. Creates a safety hazard or jeopardizes the well-being of the ESA or roommates, due to unsuitable enclosures or care conditions.

b. **Limitations on Number, Size, and Type of ESA in Housing**

To protect the health and safety of all residents and animals:

- i. **Number:** A maximum of two ESAs may be approved, with provider

- documentation confirming both ESAs are necessary as accommodations.
- ii. **Size:** Animals must be of a size and weight that can be reasonably accommodated in the assigned housing space without health, fire safety, or structural concerns.
 - 1) The length of reptiles may not exceed 4 feet.
 - 2) Reptile enclosures should not be larger than L 48' x W 24' x H 18'. They must be escape-proof, fitted with secure lids, and include safe heating sources that meet Housing fire safety regulations.
- iii. **Types of Animals not allowed**
 - 1) Dangerous, venomous, or California-prohibited species are not allowed.
 - 2) Animals that present health risks, sanitation concerns, property damage potential, or safety threats.
- c. **Additional Considerations**
 Other factors that may be taken into account when determining reasonableness or making housing assignments include:
 - i. The animal's size relative to the available space;
 - ii. Potential to exacerbate other residents' health conditions (e.g., allergies);
 - iii. Interference with other residents' right to peace and quiet enjoyment;
 - iv. Lack of housebreaking or inability to coexist reasonably with others;
 - v. The animal is under six months of age;
 - vi. Failure to provide up-to-date vaccinations;
 - vii. History of direct threats, escapes, aggressive behavior, or injuries;
 - viii. Excessive property damage beyond normal wear and tear;
 - ix. Conflicts created with roommates or other residents.

Housing & Residence Life will not limit room assignments for individuals with Emotional Support Animals to any particular building(s) because the individual requires an ESA due to a disability.

IV. Access to University Facilities By Emotional Support Animals

- a. **Emotional Support Animals**
 An Emotional Support Animal must be contained within the privately assigned individual's living accommodation (e.g., bedroom), except to the extent that the individual is taking the animal out for natural relief. When an Emotional Support Animal is outside the assigned individual's living accommodations, it must be in an animal carrier or controlled by a leash or harness. Emotional Support Animals are not allowed in any University facilities, except for privately assigned individual living accommodations (e.g., bedrooms).

 In the owner's presence and after completing the ESA Roommate/Suitemate agreement, an Emotional Support Animal can be in their assigned common living space as long as the handler is present. Still, the animal must be in an animal carrier or controlled by a leash or harness.
- b. **Dominion and Control**
 Notwithstanding the restrictions set forth herein, the Emotional Support Animal must be appropriately housed and restrained or otherwise under the dominion and control of the Owner at all times.

No Owner shall permit the animal to go loose or run at large. If an animal is found running at large, the owner is subject to eviction, and/or the animal is subject to capture, confinement, and immediate removal from Housing & Residence Life.

V. Individual's Responsibilities for Emotional Support Animal

If the University grants an individual's request to live with an Emotional Support Animal, the individual is solely responsible for the custody and care of the Emotional Support Animal and must meet the following requirements:

- a. General Responsibilities
 - i. The Handler must abide by current city, county, and state ordinances, laws, and/or regulations pertaining to licensing, vaccination, and other requirements for animals. It is the individual's responsibility to know and understand these ordinances, laws, and regulations. The University has the right to require documentation of compliance with such ordinances, laws, and/or regulations, which may include a vaccination certificate. The University reserves the right to request documentation showing that the animal has been licensed.
 - ii. The Handler is required to clean up after and properly dispose of the animal's waste in a safe and sanitary manner and, when provided, must use animal relief areas designated by Cal Poly Humboldt.
 - iii. The Handler is required to ensure the animal is well cared for at all times. Any evidence of mistreatment or abuse may result in the immediate removal of the Emotional Support Animal and/or the eviction of the individual and/or referral of the individual to the Student Conduct process for potential disciplinary action.
 - iv. An individual with a disability may be charged for any damage caused by their Emotional Support Animal beyond reasonable wear and tear to the same extent that it charges other individuals for damages beyond reasonable wear and tear. The Owner's living accommodations may also be inspected for fleas, ticks, or other pests, if necessary, as part of the University's standard or routine inspections.
 - v. **If fleas, ticks, or other pests are detected through inspection, the residence will be treated using approved fumigation methods by a university-approved pest control service. The Owner will be billed for the expense of any pest treatment above and beyond standard pest management in the residence halls.** The university shall have the right to bill the individual's account for unmet obligations under this provision. We recommend, due to flea outbreaks in the Residence Halls, that each ESA dog or cat have monthly flea prevention in place with flea control products (e.g., Frontline, NexGard, Trifexis, Advantage).
 - vi. The Handler must fully cooperate with university personnel with regard to meeting the terms of this Policy and developing procedures for care of the animal (e.g., cleaning the animal, feeding/watering the animal, designating an outdoor relief area, disposing of feces, etc.).
 - vii. Emotional Support Animals may not be left overnight in Housing & Residence Life to be cared for by any individual other than the Owner. If the Owner is to be absent from their residence hall overnight or longer, the

- animal must accompany them.
- viii. The Handler is responsible for ensuring that the Emotional Support Animal must be crated or otherwise contained, as appropriate, in an enclosed and secure space when the Owner is not present during the day while attending classes or other activities (not loose in a single room).
 - ix. The Handler agrees to abide by all equally applicable residential policies that are unrelated to the individual's disability, such as assuring that the animal does not unduly interfere with the routine activities of the residence or cause difficulties for other individuals who reside there.
 - x. The animal is allowed in Housing & Residence Life only as long as it is necessary because of the Owner's disability. The Owner must notify the CDRC in writing if the Emotional Support Animal is no longer needed or is no longer in residence. To replace an Emotional Support Animal, the Owner must secure approval of the new animal pursuant to the process outlined herein.
 - xi. Cal Poly Humboldt personnel shall not be required to provide care or food for any Emotional Support Animal, including, but not limited to, removing the animal during emergency evacuation for events such as a fire alarm. Emergency personnel will determine whether to remove the animal and may not be held responsible for the care, damage to, or loss of the animal.
 - xii. The individual must provide written consent for the CDRC to disclose information regarding the request for and presence of the Emotional Support Animal to those individuals who may be impacted by the presence of the animal, including, but not limited to, Residence Life personnel and potential and/or actual roommate(s)/neighbor(s). Such information shall be limited to information related to the animal and shall not include information related to the individual's disability.

VI. Removal of Emotional Support Animal

The University reserves the right to require the **removal of an Emotional Service Animal** from Housing and/or require the **handler to vacate University housing** if any of the following conditions are met:

- a. The animal poses a direct threat to the health or safety of others;
- b. The animal has caused damage to University property or another person's personal property;
- c. The animal's presence results in a fundamental alteration of a University program;
- d. The Handler does not comply with the Responsibilities set forth above;
- e. The animal or its presence creates an unmanageable disturbance or interference with the University community
- f. The animal is deemed responsible for the infliction of physical injury upon any person where the person is conducting themselves lawfully
- g. The Handler or animal exhibits threatening behavior toward any person where the person is conducting themselves lawfully, and which occurs in such circumstances as to reasonably cause the person to fear for their physical safety
- h. The animal causes an unprovoked infliction of physical injury upon any other animal
- i. The Handler permits or others encourage the animal to chase roommates/suitemates, pedestrians, bicycles, or vehicles.

Housing & Residence Life will base such determinations on the consideration of the behavior of the particular animal at issue, rather than on speculation or fear about the harm or damage an animal may cause.

Violations of the ESA Policy and Agreement will be addressed through the **Housing Community Action Process**. For details on this process, including the right to appeal, refer to the [ResLife & You handbook](#).

If, after consultation with the Campus Disability Resource Center (CDRC), it is determined that the Service Animal must be removed, the handler will remain **financially and contractually responsible** for all obligations under their housing agreement for the remainder of the contract term.

Acknowledgment and Release of Information Consent Form

By signing below, I confirm that I have read, understood, and agree to fully comply with all applicable policies and responsibilities related to having an Emotional Support Animal (ESA) in University Housing. I agree to provide any additional information required by the CDRC under the University's ESA Policy for Housing and Residence Life.

I understand that failure to follow the ESA Policy and Guidelines may result in the removal of my ESA and/or myself from University Housing through the unlawful detainer process. If removal occurs, I remain responsible for fulfilling the financial, academic, and behavioral terms of my housing contract for the remainder of the agreement.

I permit the CDRC to disclose to individuals impacted by the presence of my ESA (e.g., Housing & Residence Life staff, potential or actual roommates/neighbors) that I will be living with an animal as an accommodation. This information will only be shared to prepare for the ESA's presence or to resolve any related issues.

I recognize that others in Housing & Residence Life may notice the presence of my ESA, and I agree that staff may acknowledge it and explain that Emotional Support Animals are permitted accommodations for persons with disabilities.

I acknowledge that this agreement is valid only for the current academic year and that I must reapply for ESA approval from the CDRC and Housing & Residence Life each year.

Individual Name

Humboldt Student ID

Individual Signature

Date