

Castel, J

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA,

Plaintiff,

-against-

FRIEDMAN RESIDENCE, LLC,  
BREAKING GROUND (formerly known as  
Common Ground Management Corp.), and  
THE ACTORS FUND OF AMERICA,

Defendants.

CONSENT DECREE

17 Civ. 00366

(PKC)

USDC SDNY  
DOCUMENT  
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INTRODUCTION

A. Background

This Consent Decree is entered into between the United States of America (the “United States”) and Defendants Friedman Residence, LLC, Breaking Ground, and The Actors Fund of America (“Defendants”).

WHEREAS, the United States brought this action (the “Action”) to enforce provisions of the Fair Housing Act (“FHA”), codified at 42 U.S.C. §§ 3601–3619. Specifically, the United States’ complaint in this Action, filed on January 18, 2017, alleges that (1) Defendants maintain a “no pets” policy; (2) Defendants’ “no pets” policy lacks any provision allowing exceptions as a reasonable accommodation for persons with disabilities; and (3) Defendants engaged in discriminatory conduct in violation of the FHA by refusing to allow Moshe Romatski (“Complainant”) to live with an animal as a reasonable accommodation, which accommodation was reasonable and necessary to afford Mr. Romatski an equal opportunity to use and enjoy his dwelling;

**B. The Dorothy Ross Friedman Residence**

WHEREAS, the Dorothy Ross Friedman Residence (the "Residence"), located at 475 West 57th Street, New York, New York, provides supportive housing in 178 shared living units and 27 single occupancy units to special low-income groups, including seniors, working professionals, and persons living with HIV/AIDS;

WHEREAS, the Residence's standard lease requires its tenants to abide by the Residence's rules, including a rule prohibiting pets at the Residence;

WHEREAS, the Residence has no written policy regarding providing reasonable accommodations for residents with disabilities;

**C. Complainant Moshe Romatski**

WHEREAS, around August 2011, Complainant took in a small female dog named Shelly;

WHEREAS, in February 2013, after receiving a notice to cure, Complainant requested that he be permitted to keep Shelly as a reasonable accommodation of a disability;

WHEREAS, on or about March 5, 2013, Defendants served Complainant with a Notice of Termination;

WHEREAS, on or about March 20, 2013, Defendants served Complainant with a petition seeking a final judgment of eviction against Complainant, which was marked off the calendar on or about June 11, 2013;

WHEREAS, on or about June 19, 2013, Complainant filed a verified complaint with the U.S. Department of Housing and Urban Development ("HUD") alleging discrimination on the basis of disability;

WHEREAS, on September 29, 2015, the Secretary of HUD issued a Charge of Discrimination pursuant to 42 U.S.C. § 3610(g)(2);

WHEREAS, on October 19, 2015, Defendants timely elected to have the charge decided in a federal civil action, pursuant to 42 U.S.C. § 3612(a);

**D. Consent of the Parties to Entry of this Decree**

WHEREAS, the parties agree that this Court has jurisdiction over the subject matter of this case pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. § 3612(o);

WHEREAS, the parties further agree that this controversy should be resolved without further proceedings and without an evidentiary hearing or a trial; and

WHEREAS, the parties agree to the entry of this Consent Decree;

**It is hereby ORDERED, ADJUDGED, and DECREED:**

**I. GENERAL INJUNCTION**

1. Defendants and each of their officers, employees, agents, successors, and assigns, and all other persons in active concert or participation with them, are enjoined from discriminating on the basis of disability as prohibited by the FHA. Specifically, Defendants and each of their officers, employees, agents, successors, and assigns, and all other persons in active concert or participation with them, shall not:

- a. discriminate in the sale or rental of, or otherwise make unavailable or deny, a dwelling to any buyer or renter because of disability, in violation of 42 U.S.C. § 3604(f)(1);
- b. discriminate in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection with such a dwelling, because of disability, in violation of 42 U.S.C. § 3604(f)(2); and/or
- c. fail or refuse to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford persons with

disabilities equal opportunity to use and enjoy a dwelling, as required by 42 U.S.C. § 3604(f)(3)(B).

## II. REASONABLE ACCOMMODATION POLICY

2. As soon as reasonably possible, but no later than thirty (30) days after the entry of this Consent Decree, Defendants shall adopt and implement the reasonable accommodation policy for receiving and handling requests for reasonable accommodations made by individuals with disabilities at the Dorothy Ross Friedman Residence, entitled "Friedman Residence Reasonable Accommodation Policy," as attached hereto in Appendix A.

3. Defendants shall provide notice and documentation to the United States within thirty (30) days of adoption and implementation of the Friedman Residence Reasonable Accommodation Policy.

4. After adopting the Friedman Residence Reasonable Accommodation Policy, Defendants shall not make any substantive revisions to the policy without prior approval from the United States for the duration of this Consent Decree. The United States' approval of proposed substantive revisions will not be unreasonably withheld.

5. No later than forty (40) days after the entry of this Consent Decree, Defendants shall provide a copy of the Friedman Residence Reasonable Accommodation Policy to all management employees, all department heads, and all of Defendants' agents and employees involved in managing, selling, or leasing apartments at the Residence ("Residence Employee or Agent"). Defendants shall secure a signed statement from each Residence Employee or Agent acknowledging that he or she has received the Friedman Residence Reasonable Accommodation Policy, and has had an opportunity to read it and to have questions about it answered. This statement shall be substantially similar to the form of Appendix B.

6. During the term of this Consent Decree, Defendants shall give each new Residence Employee or Agent a copy of the Friedman Residence Reasonable Accommodation Policy, no later than thirty (30) days after the date he or she commences such agency or employment relationship with Defendants. Defendants shall require each such new Residence Employee or Agent to sign a statement acknowledging that he or she has received the Friedman Residence Reasonable Accommodation Policy, and has had an opportunity to read it and to have questions about it answered. This statement shall be substantially similar to the form of Appendix B.

7. Defendants shall establish, to the extent not already established, annual training on the requirements of the FHA for new employees or agents who receive, process, review or make determinations with regard to any reasonable accommodation request at the Residence or who are involved in or responsible for enforcing any of the Residence's rules or regulations. Such trainings shall be conducted for the duration of this Consent Decree.

### **III. NOTICE OF THE REASONABLE ACCOMMODATION POLICY**

8. No later than ten (10) days after the date of entry of this Consent Decree, Defendants shall post and prominently display in the onsite management/social services offices for the Residence a sign no smaller than ten (10) inches by fourteen (14) inches indicating that reasonable accommodations are available to persons with disabilities.

9. Defendants The Actors' Fund and Breaking Ground shall also post a link to the first page of the Friedman Residence Reasonable Accommodation Policy on their website(s) in a conspicuous location and accessible format.

10. Defendants shall, no later than thirty (30) days after the adoption of the Friedman Residence Reasonable Accommodation Policy, notify tenants of the Residence of the policy by tenant newsletter and make copies of the complete Friedman Residence Reasonable

Accommodation Policy available in its onsite management/social services offices. Within ten (10) days of providing such notification to residents, Defendants shall provide written confirmation to the United States of their compliance with this provision.

11. For the duration of this Consent Decree, in all future advertising in newspapers and electronic media, in the application materials for prospective tenants of the Residence, and on pamphlets, brochures and other promotional literature regarding the Residence, Defendants shall place, in a conspicuous location, a statement that the Residence provides reasonable accommodations to persons with disabilities, as required by the FHA. The provisions of this Paragraph are limited to advertising that is directed to tenants and/or housing applicants. Defendants are not required to place a statement regarding the Residence's reasonable accommodation policy in advertising directed to funding sources, including but not limited to, advertisements directed to donors.

12. No later than one hundred eighty (180) days after the date of entry of this Consent Decree, Defendants shall submit to the United States an initial report regarding the signed statements of its employees and agents as specified in Paragraphs 5 and 6 of this Consent Decree. Thereafter, during the term of this Consent Decree, Defendants shall, on or prior to the anniversary of the entry of this Consent Decree, submit to the United States a report regarding their compliance with Paragraphs 5 and 6 of this Consent Decree, except that the last report shall be due on or before sixty (60) days prior to the anniversary.

13. For the duration of this Consent Decree, Defendant Breaking Ground shall provide the United States, within ten (10) days after receipt, information about any fair housing complaint against Defendants or any of their officers, employees, agents, successors, or assigns that is communicated or submitted to any of the Defendants and relates to housing at the Residence

("FHA Complaint"). Upon reasonable notice, Defendants shall also provide the United States all non-privileged information that the United States may request concerning any FHA Complaint. Within ten (10) days after the resolution of any FHA Complaint, Defendants shall provide counsel for the United States with a copy of any document reflecting such resolution.

14. For the term of this Consent Decree, Defendants are required to preserve all records related to this Consent Decree, including but not limited to all records relating to: (1) complaints against Defendants or Defendants' agents or employees alleging discrimination in housing at the Residence on the basis of disability; and (2) Defendants' receipt and processing of requests for reasonable accommodations at the Residence. Upon reasonable notice to Defendants, representatives of the United States shall be permitted to inspect and copy any such records of the Defendants (with redactions to the extent required by law) or investigate any complaints bearing on compliance with this Consent Decree at any and all reasonable times, provided, however, that the United States shall endeavor to minimize any inconvenience to Defendants and to tenants of the Residence from such investigations.

15. For the term of this Consent Decree, Defendant Breaking Ground must submit semi-annual reports to the United States, the first report being due six months after entry of this Consent Decree, providing the following information:

- a. Requests for reasonable accommodation:
  - i. A list of all persons, including contact information, who inquired about or applied for a reasonable accommodation at the Residence, whether or not the request was an initial request or a request for a renewal of an accommodation;
  - ii. the type of reasonable accommodation about which the person inquired

- or for which the person applied;
  - iii. whether or not, in each instance, the accommodation was sought and/or granted;
  - iv. the date of the request and the reviewer or reviewers of, or the decision maker upon, the request;
  - v. if the request was denied, the reason for the denial; and
  - vi. whether a denied request was appealed and the outcome of the appeal, including the rationale for the denial on appeal.
  - vii. The reporting requirements contained in subparagraph (a) of Paragraph 15 do not apply to work orders that are routinely granted, so long as the request is granted. If a routine work order request for a reasonable accommodation is denied, that request shall be included in the reports submitted pursuant to this Paragraph.
- b. Applicants to the Residence who require a reasonable accommodation:
- i. A list of all persons, including contact information, who were approved for tenancy at the Residence and who were granted or have an application pending for a reasonable accommodation;
  - ii. the type of reasonable accommodation granted or sought;
  - iii. the date on which the person was approved for tenancy at the Residence or was placed on the Residence's waiting list for vacancies;
  - iv. whether the person has been interviewed by existing tenants for vacancies at the Residence pursuant to the Friedman Vacancy and Apartment Change Guidelines, and (1) if so, how many times, and (2) if not, the



reasons why not; and

- v. the outcome of those interviews (including whether the person ultimately obtained housing at the Residence).

#### **IV. TERMS WITH RESPECT TO COMPLAINANT**

16. Complainant shall be permitted to keep Shelly in his apartment at the Residence for as long as Complainant resides at the Residence, without the need to make any request or application to Defendants or receive any approval from Defendants, subject to Complainant's compliance with The Friedman Residence Guidelines Regarding Assistance Animals, set forth in the Friedman Residence Reasonable Accommodation Policy annexed as Appendix A. Complainant shall be entitled to replace Shelly with another dog in his apartment, if he so chooses, at any time during his residency at the Residence without the need to make any request or application to Defendants or receive any approval from Defendants. This paragraph is without prejudice to Defendants' rights under the lease, including in the event Complainant engages in conduct, or permits conduct on the part of the dog, which breaches the terms of the lease.

17. Within thirty (30) days of this Stipulation and Order, Defendants shall pay Complainant the sum of \$20,000. Additionally, Defendants shall place Complainant on the waiting list for one-bedroom apartments at the Residence. One-bedroom apartments will continue to be assigned in accordance with existing Residence policy.

18. Within thirty (30) days of this Stipulation and Order, Defendants shall file papers with the Housing Court discontinuing with prejudice their pending case against Complainant, Friedman Residence, LLC v. Moshe Chicco Romatski, Index No. 60364/13, without costs or attorneys' fees for either party.

**V. RESOLUTION, DURATION OF CONSENT DECREE AND  
TERMINATION OF LEGAL ACTION**

19. This Consent Decree shall remain in effect for three (3) years following its entry by the Court.

20. The Complaint in this action is hereby dismissed as to Defendants without prejudice to reinstatement in accordance with the next paragraph.

21. The United States shall be entitled to reinstate the Complaint in this Action at any time during the duration of this Consent Decree if the Court determines that Defendants have failed to perform, in a timely manner, any act required by this Consent Decree or have otherwise failed to act in conformance with any provision of this Consent Decree.

22. The Court shall retain jurisdiction for the duration of this Consent Decree to enforce the terms of the Consent Decree. The United States may move the Court to extend the duration of the Consent Decree in the interests of justice. Defendants reserve the right to object to any such extension and to oppose any such motion. The duration of the Consent Decree may also be extended by the mutual written agreement of the United States and Defendants, with approval by the Court.

23. The United States and Defendants shall endeavor, in good faith, to resolve informally any differences regarding interpretation of and compliance with this Consent Decree prior to bringing such matters to the Court for resolution. However, in the event of a failure by Defendants to perform, in a timely manner, any act required by this Consent Decree or a failure by Defendants to act in conformance with any provision hereof, the United States may move this Court to impose any remedy authorized by law or equity, including, but not limited to, an order requiring performance of such act or deeming such act to have been performed, and an award of

any damages, costs, and reasonable attorney's fees, if applicable, which may have been occasioned by the violation or failure to perform.

24. Upon the expiration of the Consent Decree, the Complaint in this action shall be deemed dismissed with prejudice.

#### **VI. TIME FOR PERFORMANCE**

25. Any time limits for performance imposed by this Consent Decree may be extended by the mutual written agreement of the United States and Defendants.

#### **VII. COSTS OF LITIGATION**


26. Each party to this litigation will bear its own costs and attorney's fees associated with this litigation.

The undersigned apply for and consent to the entry of this Consent Decree:

*For the United States:*

PREET BHARARA  
United States Attorney


By:

  
TALIA KRAEMER  
Assistant United States Attorney  
86 Chambers Street, 3rd Floor  
New York, New York 10007  
Tel. No. (212) 637-2822  
taliam.kraemer@usdoj.gov

*For Friedman Residence, LLC:*

KELLNER HERZHY GETTY & FRIEDMAN, LLP

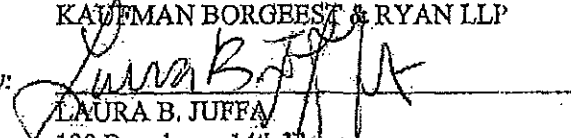
By:

  
JEANNE-MARIE WILLIAMS  
470 Park Avenue South, Seventh Floor  
New York, New York 10016-6819  
Tel. No. (212) 889-2121  
jmw@khgflaw.com

*For Breaking Ground and The Actors Fund of America:*

KATZMAN BORGHESE & RYAN LLP

By:

  
LAURA B. JUFFA  
120 Broadway, 14th Floor  
New York, NY 10271  
Tel. No. (646) 367-6716  
ljuffa@kbrlaw.com

*Case is closed  
All notices are  
terminated.*

SO ORDERED:

  
UNITED STATES DISTRICT JUDGE

Date: 2-24, 2017

JS

## APPENDIX A

**FRIEDMAN RESIDENCE REASONABLE ACCOMMODATION POLICY**

The Dorothy Ross Friedman Residence (the "Residence") is committed to granting reasonable accommodations to its rules, policies, practices, or services when such accommodations may be necessary to afford people with disabilities the equal opportunity to use and enjoy their dwellings, as required by federal, state and local law. A reasonable accommodation may include a change or exception to a rule or policy that is needed because of a person's disability, or it may be a physical change to a unit or common area. It is the Residence's general policy to provide reasonable accommodations to individuals with disabilities whenever an individual has a disability and there is a disability-related need for the requested accommodation. A disability-related need for a requested accommodation exists when there is an identifiable relationship, or nexus, between the requested accommodation and the individual's disability.

The Residence accepts reasonable accommodation requests from persons with disabilities and those acting on their behalf. Reasonable Accommodation Request forms are available in the onsite management office, and may be returned to that office when complete. They will then be forwarded to [responsible person – to be identified]. If you require assistance in completing the form, or wish to make the request orally, please contact the [responsible person] at [number]. The Residence will keep a record of all requests.

We will make a decision on your request within 20 days following the receipt of all required documentation. If the request is of a time-sensitive nature, please let us know and we will make best efforts to expedite the decision-making process. In the event we need additional information to make a determination, we will promptly advise you of the information needed. It is the Residence's policy to seek only the information needed to determine if a reasonable accommodation should be granted under federal, state or local law. We will not ask about the nature or extent of your disabilities. If we grant the request, you will receive a letter so indicating.

If we deny the request, we will provide you with a letter stating all of the reasons for our denial. If an individual with a disability believes that the request has been denied unlawfully or a response has been unreasonably delayed, then he or she may file a complaint by writing or calling any of the following:

U.S. Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity 26 Federal Plaza, Room 3532 New York, NY 10278-0068 1-800-496-4294 <a href="http://hud.gov/complaints">http://hud.gov/complaints</a>	New York State Division of Human Rights One Fordham Plaza, 4th Floor Bronx, NY 10458 Tel No. (718) 741-8400 TDD: 1-718-741-8300 <a href="http://www.dhr.state.ny.us/">http://www.dhr.state.ny.us/</a>	New York City Commission on Human Rights 100 Gold Street, Suite 4600 New York, NY 10038 (718) 722-3131 <a href="http://www.nyc.gov/cchr">http://www.nyc.gov/cchr</a>
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### ASSISTANCE ANIMALS

One type of reasonable accommodation is allowing a person with a disability to keep an assistance animal. An assistance animal is any 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. The Residence is committed to ensuring that individuals with disabilities may keep such animals in the Residence to the extent required by federal, state and local law. However, the Residence is primarily a shared-living residence. If a resident with a disability is granted a reasonable accommodation to live with an assistance animal in a shared apartment, the resident must be considerate of the rights of the other tenants who share common areas with the resident. Similarly, the resident's co-tenants must recognize that they have chosen to live in a shared living arrangement, and that their co-tenants may have disability-related needs that must be reasonably accommodated.

An animal that is trained to do work or perform tasks for an individual with a disability is known as a service animal. If a person's disability is obvious, or otherwise known to the Residence, and if the need for the requested animal is obvious or otherwise known, such as a dog that guides an individual with a visual impairment, the Residence will not inquire about the individual's disability or the animal's training. Otherwise, the Residence may require that the resident provide:

- i. A statement from a health professional<sup>1</sup> indicating that the person has a disability, and/or
- ii. Information that the animal has been individually trained to do work or perform tasks that would ameliorate one or more symptoms or effects of the disability, or information that the animal, despite lack of individual training, is able to do work or perform tasks that would ameliorate one or more symptoms or effects of the disability.

In the case of a resident who requests a reasonable accommodation for an assistance animal that provides emotional support or other assistance that ameliorates one or more symptoms or effects of the resident's disability, the Residence may require a statement from a health or social service professional indicating:

- i. That the applicant has a disability, and
- ii. That the animal would provide emotional support or other assistance that would ameliorate one or more of the identified symptoms or effects of the disability.

If an assistance animal both provides emotional support or other assistance that ameliorates one or more effects of a disability and does work or performs tasks for the benefit of a person with a disability, the Residence may require compliance with either of the two preceding paragraphs, but not both.

The Residence may deny a request or require the removal of a particular assistance or service animal from the premises if the animal poses a direct threat (i.e., a significant risk of substantial harm) to the health or safety of other individuals that cannot be eliminated or reduced to an acceptable level by another reasonable accommodation, considering the health and safety of the other individual(s) and the need for an accommodation, or if the animal would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation. The Residence will base such

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<sup>1</sup> "Health professional" means a person who provides medical care, therapy or counseling to persons with disabilities, including, but not limited to, doctors, physician assistants, psychiatrists, psychologists, or social workers.

determinations upon consideration of the behavior of the particular animal at issue, and not on speculation or fear about the types of harm or damage an animal may cause.





**FORM B: APPLICATION FOR REASONABLE ACCOMMODATION – ASSISTANCE ANIMAL**

PLEASE COMPLETE THIS FORM IF YOU HAVE A DISABILITY-RELATED NEED FOR AN ASSISTANCE ANIMAL AND WOULD LIKE TO REQUEST AN ACCOMMODATION. IF YOU REQUIRE ASSISTANCE COMPLETING THIS FORM, OR WISH TO MAKE THE REQUEST ORALLY, PLEASE CONTACT [TBD] AT [TBD].

RESIDENT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ TELEPHONE#: \_\_\_\_\_

PERSON REQUESTING ACCOMMODATION: \_\_\_\_\_

(IF DIFFERENT FROM RESIDENT)

RELATIONSHIP TO RESIDENT: \_\_\_\_\_

1. Please explain why you are requesting permission to have an assistance animal in your unit. You need not provide detailed information about the nature or severity of the disability.

2. Please complete the following:

- a. Does the animal for which you are making a reasonable accommodation request perform work or do tasks for you because of your disability?

☐ Yes ☐ No (If "No," continue to item b)

If the answer is yes:

- i. If your disability is obvious and the work or task the animal does is obvious, such as a dog guiding an individual who is blind or has low vision, or a dog pulling a wheelchair of an individual with a mobility impairment, then no further inquiry will be made.
- ii. If your disability is not obvious, provide a statement from a health or social service professional indicating that you have a disability (i.e. you have a physical or mental impairment that substantially limits one or more major life activities); and
- iii. If the work or task the animal performs is not obvious, explain below how the animal has been trained to do work or perform tasks that alleviate one or more symptoms or effects of your disability or, if the animal lacks individual training, how the animal is able to do work or perform tasks that would alleviate one or more symptoms or effects of your disability:

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You may provide any additional information or documentation of the training or work you describe above and attach it to this application.

- b. If the animal for which you are making a reasonable accommodation request does not perform work or do tasks for you because of your disability, but provides emotional support or alleviates one or more symptoms or effects of your disability, please submit a statement from a health or social service professional stating that (a) you have a disability (i.e. you have a physical or mental impairment that substantially limits one or more major life activities); and (b) the animal would provide emotional support or other assistance that would alleviate one or more identified symptoms or effects of your disability and how the animal alleviates the symptoms or effects. Please attach such a statement to this application.
  - c. If the assistance animal is a dog or a cat, please provide copies of the rabies tag or certificate that is required by New York law. If you have not selected an animal at the time you complete this application, the Dorothy Ross Friedman Residence may approve the application with the condition that, if you select a dog or a cat, you must submit copies of the rabies tag or certificate that is required by New York law, before the selected animal moves in.
3. If you are requesting a different modification or accommodation, please describe it here:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**FRIEDMAN RESIDENCE GUIDELINES REGARDING ASSISTANCE ANIMALS**

- A. The Dorothy Ross Friedman Residence (the "Residence") will consider reasonable accommodation requests consistent with the enclosed policy regarding disabilities that meet the definition set forth in any one of the following relevant statutes:
- a. Federal: The Fair Housing Act defines a person with a "handicap" as one who: (a) has a physical or mental impairment which substantially limits one or more of such person's major life activities; or (b) has a record of having such an impairment; or (c) is regarded as having such an impairment, but such term does not include current, illegal use of or addiction to a controlled substance (as defined in Section 102 of the Controlled Substances Act (21 U.S.C. § 802)).
  - b. State: The New York State Executive Law defines a disability as: (a) a physical, mental or medical impairment resulting from anatomical, physiological, genetic or neurological conditions which prevents the exercise of a normal bodily function or is demonstrable by medically accepted clinical or laboratory diagnostic techniques or (b) a record of such an impairment or (c) a condition regarded by others as such an impairment.
  - c. NYC: The New York City Administrative Code defines a disability as: (a) any physical, medical, mental or psychological impairment, or a history or record of such impairment. (b) The term "physical, medical, mental, or psychological impairment" means: (1) an impairment of any system of the body; including, but not limited to: the neurological system; the musculoskeletal system; the special sense organs and respiratory organs, including, but not limited to, speech organs; the cardiovascular system; the reproductive system; the digestive and genito-urinary systems; the hemic and lymphatic systems; the immunological systems; the skin; and the endocrine system; or (2) a mental or psychological impairment.
- B. The Residence will review and respond within 20 days of receipt of all required documentation to all reasonable accommodation requests.
- C. All information received by the Residence regarding an individual's disability, including physical, mental, psychological, and/or psychiatric conditions, shall be kept confidential unless the individual authorizes the release of the information or the Residence is required to produce the information in response to a Court order, on notice to the affected individual(s). Notwithstanding this, the Residence may disclose to any other tenant sharing an apartment with the disabled tenant that the Residence has taken or permitted the action requested by the disabled tenant as a reasonable accommodation based on the existence of a disability. Such disclosure will be limited to disclosing the fact that the action was taken as a reasonable accommodation based on a disability. The Residence may not disclose the nature of the tenant's disability or the reasons for the tenant's need for the accommodation without the tenant's consent.
- D. If the resident has a disability and a disability-related need for a reasonable accommodation under federal, state or local law, the Residence will grant such accommodation, including a request to keep a service or assistance animal, as required by law and the Friedman Residence Reasonable Accommodation Policy. The Residence will not retaliate against

any person because that individual has requested or received a reasonable accommodation. The Residence will not discourage any individual from making a reasonable accommodation request, including a request to keep a service or assistance animal. While the Residence has a no-pets policy, service and assistance animals are not pets. However, a resident must request an exception to the Residence's no-pets policy in order to keep an assistance animal at the Residence.

- E. The Residence may deny a request or require the removal of a particular assistance or service animal from the premises if the animal poses a direct threat (i.e., a significant risk of substantial harm) to the health or safety of other individuals that cannot be eliminated or reduced to an acceptable level by another reasonable accommodation, considering the health and safety of the other individual(s) and the need for an accommodation, or if the animal would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation. The Residence will base such determinations upon consideration of the behavior of the particular animal at issue, and not on speculation or fear about the types of harm or damage an animal may cause.
- F. Like any other tenant, owners of service or assistance animals remain subject to the provisions of their leases, with the exception that they are allowed to occupy the premises with their service or assistance animals. Similarly, owners of service or assistance animals shall comply with all state and local animal laws, except when such laws are preempted by the Fair Housing Act, Section 504 of the Rehabilitation Act, or the Americans with Disabilities Act or the owner is entitled to a reasonable accommodation.

G. Building Requirements:

- a. Owners of service or assistance animals must complete and submit an Animal Registration Form at the time the Residence grants permission for the animal. The Animal Registration Form must also be submitted at the time of annual re-certification.
  - i. In the event the animal is a dog, the Animal Owner shall provide to the Residence's management a copy of a current valid dog license, to the extent such license is required under New York State law, prior to moving the dog into the building. The Animal Owner shall provide copies of each subsequent renewal license to management upon issuance of the license. The identification tag required under law shall be affixed to the dog's collar when in public areas of the building.
  - ii. For dogs and cats, prior to moving the animal into the building, the Animal Owner shall provide management with a statement from a licensed veterinarian (1) confirming that the animal has been properly vaccinated for rabies, or (2) indicating that administration of the vaccine would adversely affect the animal's health or is otherwise not necessary for the particular animal, to the extent such vaccination or statement is consistent with current law and public health recommendations. Management may request statements in subsequent years confirming that the animal has received booster shots as deemed appropriate by the veterinarian based on current law and public health recommendations.

- iii. The Residence may modify building requirements regarding licensing, vaccinations and vet records to comply with any changes in applicable law or regulations.
  - b. When assistance animals are in the Residence's common or public areas, they must be under the control of a responsible individual and kept on a leash or in a carrier or cage, unless those devices prevent the animals from performing a disability-related task.
  - c. The Residence may require an Animal Owner to muzzle the animal when in public spaces or common areas if the animal would otherwise pose a direct threat (i.e., a significant risk of substantial harm) to the safety of other individuals that cannot be eliminated or reduced to an acceptable level by another reasonable accommodation, considering the safety of the other individual(s) and the need for an accommodation. The Residence will base such determinations upon consideration of the behavior of the particular animal at issue, and not on speculation or fear about the types of harm or damage an animal may cause.
  - d. If the animal is a dog, cat, or other animal not kept within an enclosure, the Animal Owner must be present when Building Staff are scheduled to inspect, repair, or visit the Animal Owner's Unit, and the animal must be under control of the Animal Owner.
  - e. The information to be provided in the Animal Registration Form referenced above includes the names and numbers of two Emergency Contacts. In the event the Animal Owner is unable to care for an animal and the Residence is unable to arrange for care through an Emergency Contact, the Animal Owner releases the Residence from all responsibility for the animal. By listing a party as an Emergency Contact on the Animal Registration Form, the Animal Owner agrees that the Residence may permit the Emergency Contact to enter the Animal Owner's unit, and further agrees that the Emergency Contact may remove the animal from the Residence. Emergency Contacts shall be allowed entry for the sole purposes of caring for the animal and may not reside in the Unit. The Animal Owner releases the Residence from liability for anything that should happen to the animal under the care of an Emergency Contact.
- H. Conduct in Shared Apartment. With respect to the common areas of a shared apartment, owners of service or assistance animals shall comply with the requirements of this Section H, unless all other tenants in the shared apartment agree otherwise in writing.
- a. Animal Owners shall undertake reasonable measures to prevent the animal from engaging in conduct that is unduly disruptive to other tenants in the apartment. Reasonable measures may include caring properly for the animal so that it does not seek care from the other tenant(s). If requested by a roommate, the Residence may require an Animal Owner and roommate to agree to reasonable restrictions on the animal's presence in common areas of the apartment when the Animal Owner is not present in those common areas.

- b. No litter box, "wee wee pads," or other container or receptacle of an animal's bodily waste may be kept in common areas of a shared apartment, with the exception that, in an apartment with two bathrooms, the Animal Owner may keep such a receptacle in one of the bathrooms provided it is cleaned regularly so as to keep it reasonably free of odors. If requested by a roommate, the Residence may require an Animal Owner to feed and maintain food and water receptacles for the animal in the Animal Owner's rooming unit rather than the common areas.
- c. No animal shall be permitted to relieve itself on the balcony.
- d. The Animal Owner shall undertake reasonable measures to ensure that the animal does not engage in unduly disruptive conduct in the absence of the Animal Owner. If requested by a roommate, the Residence may require an Animal Owner and roommate to agree to reasonable restrictions on the animal's presence in common areas of the apartment when the Animal Owner is absent from the apartment.

I. Vacancies and Roommate Preferences

- a. If a disabled tenant is permitted to have an assistance animal and the existing tenant(s) in the apartment do not wish to or are unable to live with an animal, the Residence may require one of the tenants to move to another shared apartment. Moving decisions will be made on a case-by-case basis, taking into account factors that are reasonable under the circumstances, which may include tenant preferences, the tenant's (or tenants') need(s) for a reasonable accommodation, and the length of time an objecting roommate has lived in the apartment without an animal. A tenant who is required to transfer to another apartment pursuant to this provision shall not be charged a transfer fee. A roommate's desire not to live with an animal shall not delay the disabled tenant's ability to begin living with the permitted assistance animal, unless the roommate is unable to live with an animal due to medical reasons or the roommate's own need for a reasonable accommodation of disability, which shall be properly documented with a statement from a health or social service professional.
- b. If an applicant to the Residence is granted permission to have an assistance animal in a shared apartment, the Residence may take into account the preferences of existing tenants in assigning applicants to shared apartments. In accordance with the Friedman Vacancy and Apartment Change Guidelines, the existing tenant(s) in an Apartment may interview a total of three (3) candidates for a vacancy in that Apartment, and the Residence may honor the choice of existing tenant(s) provided it is not based on a discriminatory reason.
- c. If a unit becomes vacant in an apartment occupied by an Animal Owner, the Animal Owner shall cooperate with the intake process so that the vacancy can be filled as quickly as possible. Cooperation may include taking reasonable steps to address the concerns of any applicant regarding the animal, such as signing an agreement with the prospective tenant that addresses reasonable concerns of the prospective tenant.

- d. No tenant with a disability-related need for an assistance animal will be denied housing at the Residence altogether due to the preference of other tenants not to live with an animal.



**FORM C – Assistance Animal Requests: Health Professional Form**

RESIDENT

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE #: \_\_\_\_\_

I, \_\_\_\_\_ (applicant name) intend to request that the Dorothy Ross Friedman Residence permit me to keep an assistance animal as a reasonable accommodation for my disability. In connection with that application, I am requesting that you complete this form regarding my disability.

\_\_\_\_\_  
Applicant Signature Date: \_\_\_\_\_

NAME OF APPLICANT: \_\_\_\_\_

RELATIONSHIP TO TENANT: \_\_\_\_\_

**TO BE COMPLETED BY HEALTH PROFESSIONAL<sup>2</sup>**

NAME:

ADDRESS:

TELEPHONE NUMBER:

1. Does the individual identified above have a disability?

2. Does or would an assistance animal provide disability-related assistance to the individual? One example of assistance is alleviating one or more of the symptoms or effects of the disability.

3. For animals that do not perform work or do tasks for the individual, how would the animal ameliorate one or more of the symptoms or effects of the disability?

<sup>2</sup> "Health professional" means a person who provides medical care, therapy or counseling to persons with disabilities, including, but not limited to, doctors, physician assistants, psychiatrists, psychologists, or social workers.



4. If you would like to submit additional supporting materials, please provide them with this form.

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**DOROTHY ROSS FRIEDMAN RESIDENCE ASSISTANCE ANIMAL REGISTRATION FORM**

This form must be completed before or as soon as reasonably possible after an assistance animal moves into the Residence.

Thank you for your cooperation!

**Background**

Tenant Name

Apt #

Assistance Animal Name

Assistance Animal Type

Declawed? (Cats Only)

**Vaccinations**

Attach documentation of vaccination from veterinarian to this form. (OPTIONAL)

Vaccination / Date	Vaccination / Date

**Emergency Contacts***Reminders:*

- Emergency Contacts are responsible persons who will care for the assistance animal if Tenant is unable to, and may be granted access to Tenant's apartment by Management in such cases.
- Only one of the two required contacts may be another tenant in the building, and any tenant so designated may not be an assistance animal owner unless that tenant resides in a single apartment or the tenant's roommate has given written consent for the tenant to serve as an Emergency Contact. Emergency care provided by another building tenant will be permitted for a reasonable period of time; thereafter, alternative arrangements may be required.
- Owner may require that the responsible party remove the assistance animal from the premises while it is under the care of the responsible party.

Emergency Contact #1 Name

Phone Number

Address

Emergency Contact #2 Name

Phone Number

Address \_\_\_\_\_

**Tenant Acknowledgement of Rules + Request for Approval**

Please Initial and sign below where indicated after reviewing your lease and reading the Assistance Animal Policy and Guidelines included with this registration form.

- \_\_\_\_\_ (Initial) I have read the above Assistance Animal Policy and Guidelines and agree to follow them. I understand that I must verify the information in this Pet Registration Form at the time that I complete other required annual re-certification paperwork so long as I continue to have a pet in the building.
- \_\_\_\_\_ (Initial) Should Management determine that I am unable to care for my assistance animal due to extended absence or negligence, I authorize Dorothy Ross Friedman Residence to remove my assistance animal from the premises, and arrange for the animal to be cared for by one of my Emergency Contacts. If the Residence is unable to reach my Emergency Contacts within a reasonable period of time, the Residence is authorized to put my animal into the care of a 'no-kill' animal shelter.
- \_\_\_\_\_ (Initial) I understand that by naming Emergency Contacts, I am authorizing these parties to be given access to my apartment during my absence, as granted by Management.

I hereby request permission to have an assistance animal and acknowledge that I have read the Assistance Animal Policy and Guidelines and agree to all terms therein:

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name / Apt #

**Management Signature of Approval**

\_\_\_\_\_  
Management Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name / Title

**APPENDIX B**

**ACKNOWLEDGMENT OF RECEIPT OF FRIEDMAN RESIDENCE  
REASONABLE ACCOMMODATION POLICY**

I \_\_\_\_\_, am an employee of \_\_\_\_\_ and my duties include \_\_\_\_\_. I have received and read a copy of the Friedman Residence Reasonable Accommodation Policy and have been given instruction on (1) the terms of the Friedman Residence Reasonable Accommodation Policy, (2) the requirements of the Fair Housing Act, particularly related to the Act's reasonable accommodation requirements, and (3) my responsibilities and obligations under the Friedman Residence Reasonable Accommodation Policy and the Fair Housing Act. I have had all of my questions concerning the Friedman Residence Reasonable Accommodation Policy answered to my satisfaction.

\_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Employee Signature