



# 2017 Wisconsin Act 317

S.C. SWIDERSKI LLC

## Animals That Do Work or Perform Tasks for Individuals with Disabilities (“Animal”)

- If a rental applicant/tenant (“Tenant”) has a disability and a disability-related need for an Animal, it is discrimination for a Landlord to do any of the following because the Tenant keeps such an Animal:
  1. Refuse to rent;
  2. Cause the eviction of;
  3. Require extra compensation from the Tenant as a condition of continued residence; or
  4. Engage in the harassment of the Tenant.
- If a Tenant wants to keep an Animal, the Landlord may request -- unless the disability and the disability-related need is apparent or known -- that the Tenant provide:
  1. Reliable documentation that the Tenant has a disability; and
  2. Reliable documentation of the disability-related need for the Animal.
- A Tenant who keeps an Animal shall accept liability for damage to the premises caused by the Animal.
- A Landlord can deny a Tenant the ability to keep an Animal if:
  1. The Tenant is not disabled, does not have a disability-related need for the Animal, or fails to provide the necessary documentation;
  2. Allowing the Animal would impose an undue financial and administrative burden or would fundamentally alter the nature of services provided by the Landlord;
  3. The specific Animal poses a direct threat to a person's health or safety that cannot be reduced or eliminated by another reasonable accommodation;
  4. The specific Animal would cause substantial physical damage to a person's property that cannot be reduced or eliminated by another reasonable accommodation.

## Emotional Support Animals (“ESA”)

- An ESA is defined as an animal that provides emotional support, well-being, comfort, or companionship to an individual but is not trained to perform tasks for the benefit of a disabled person.
- If a rental applicant/tenant (“Tenant”) has a disability and a disability-related need for an ESA, it is discrimination for a Landlord to do any of the following because the Tenant keeps an ESA:
  1. Refuse to rent;
  2. Cause the eviction of;
  3. Require extra compensation from the Tenant as a condition of continued residence; or
  4. Engage in the harassment of the Tenant.
- If a Tenant wants to keep an ESA, the Landlord may request -- unless the disability and the disability-related need is apparent or known -- that the Tenant provide:
  1. Reliable documentation that the Tenant has a disability; and
  2. Reliable documentation of the disability-related need for the ESA from a licensed health care professional.

**NOTE:** A “licensed health care professional” is defined as a physician, psychologist, social worker, or other health care professional who satisfies all of the following:

1. Licensed or certified in the state of Wisconsin; and
  2. Acting within the scope of his or her license or certification.
- A Tenant who keeps an ESA shall accept liability for damage to the premises caused by the ESA.
  - A Landlord can deny a Tenant the ability to keep an ESA if:
    1. The Tenant is not disabled, does not have a disability-related need for the ESA, or fails to provide the necessary documentation;
    2. Allowing the ESA would impose an undue financial and administrative burden or would fundamentally alter the nature of services provided by the Landlord;
    3. The specific ESA poses a direct threat to a person's health or safety that cannot be reduced or eliminated by another reasonable accommodation;
    4. The specific ESA would cause substantial physical damage to a person's property that cannot be reduced or eliminated by another reasonable accommodation.
  - *If a Tenant, for the purpose of obtaining housing, intentionally misrepresents that s/he has a disability or misrepresents the need for an ESA to assist with the disability, the Tenant shall **pay a fine of not less than \$500.***
  - *If a licensed health care professional, for the purpose of allowing a patient to obtain housing, misrepresents that the patient has a disability or a disability-related need for an ESA, the health care provider shall **pay a fine of not less than \$500.***

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