



GENERAL INFORMATION FOR LANDLORD REGARDING ASSISTANCE ANIMALS

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In the event you receive a reasonable accommodation request for an assistance animal, the following information may assist you in handling and evaluating such a request.

THE FAIR HOUSING ACT.

General. The federal Fair Housing Act prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, familial status, and disability (handicap).

Exemptions. The Fair Housing Act prohibits discrimination in most types of housing, but there are exemptions. In some circumstances, the Act exempts:

- **Owner-occupied buildings with no more than four units.** Rooms or units in dwellings containing living quarters occupied or intended to be occupied by no more than four (4) families living independently of each other, if the owner actually maintains and occupies one of such living quarters as his or her residence;
- **Single-family housing sold or rented without the use of a broker.** The sale or rental of any single-family house by an owner, provided the following conditions are met: (i) the owner does not own or have any interest in more than three single-family houses at any one time;(ii) the house is sold or rented without the use of a real estate broker, agent, or salesperson or the facilities of any person in the business of selling or renting dwellings; and (iii) if the owner selling the house does not reside in it at the time of the sale or was not the most recent resident of the house prior to such sale, the exemption applies only to one such sale in any 24-month period.
- **Housing operated by certain organizations and private clubs that limit occupancy to members.** See 42 U.S.C. 3603, 3607 and 24 C.F.R. § 100.10 for more details.

Enforcement. At the federal level, the U.S. Department of Housing and Urban Development (HUD) administers and enforces the federal Fair Housing Act. The Fair Housing Act provides that if the state or city has adopted similar fair housing laws, fair housing complaints will be referred to the state or city for enforcement. At the state level, the Texas Workforce Commission, Civil Rights Division, administers and enforces the Texas Fair Housing Act, which is virtually identical to the federal act.

DEFINITIONS.

Assistance Animal. An assistance animal is an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. An assistance animal is not considered a pet. Assistance animals include service animals, and emotional support animals. A service animal means any dog that is individually trained to work or perform tasks for the benefit of an individual with a disability; the work or tasks performed by the service animal must be directly related to the individual's disability. Emotional support animal means other trained or untrained animals that do work, perform tasks, provide assistance, and/or provide therapeutic emotional support for an individual with a disability. An emotional support animal can be an animal commonly kept in the home for pleasure rather than commercial purposes, including, but not limited to: dogs, cats, small birds, rabbits, hamsters, gerbils, fish, turtles, or other small, domesticated animals. Examples of animals not considered common household animals include, but are not limited to: other reptiles, barnyard animals, monkeys, kangaroos, and other non-domesticated animals

Disability. Under the Fair Housing Act, "disability" or "handicap" means a person with physical or mental impairment which substantially limits one or more of a person's major life activities, a record (history) of the impairment, or being regarded as having the impairment.

Major Life Activities. "Major life activities" means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.

REASONABLE ACCOMMODATION.

Discrimination against a person with a disability includes refusing to make a reasonable accommodation in rules, policies, practices, or services, when such accommodations may be necessary to afford a person with a disability equal opportunity to use and enjoy a dwelling.

If you prohibit animals in your rental property or impose other restrictions or conditions related to animals, a reasonable accommodation request may include a request to live with and use an assistance animal.

Generally, such a request must be granted, unless: (i) the person seeking to use and live with the animal does not have a disability; (ii) the person seeking to use and live with the animal does not have a disability-related need for the assistance animal; (iii) the request would impose an undue financial and administrative burden on you; (iv) the request would fundamentally alter the nature of your operations; (v) the specific assistance animal in question poses a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation; or (vi) the specific assistance animal in question would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation. If you refuse a requested accommodation for one of these reasons, you should discuss with the person whether there is an alternative reasonable accommodation that would effectively address the person's disability-related needs.

REQUESTING ADDITIONAL INFORMATION.

Once a reasonable accommodation request has been made, you may be able to ask for additional information; however, this depends on whether the person's disability or the disability-related need for the assistance animal is readily apparent or known.

- **If the person's disability is obvious, or otherwise known to you, and if the need for the requested accommodation is also readily apparent and known**, then you may not request any additional information about the person's disability or the need for the accommodation.
- **If the person's disability is known or readily apparent, but the need for the accommodation is not readily apparent or known**, you may request only information that is necessary to evaluate the disability-related need for the accommodation. For example, a licensed health care professional with personal knowledge of the individual may provide a note confirming a need for an animal. The health care professionals' services may be delivered remotely, including the over the internet.
- **If a disability is not obvious**, you may request reliable disability-related information that: (i) is necessary to verify that the person meets the Fair Housing Act's definition of disability; (ii) describes the needed accommodation; and (iii) shows the relationship between the person's disability and the need for the requested accommodation.

Information a landlord can request as the basis for supporting a non-observable disability can include: a determination of disability from a governmental authority, the receipt of disability benefits or services (i.e., SSDI, Medicare, or SSI for a person under 65, veteran's benefits, etc.), eligibility for housing assistance or housing vouchers received because of disability; or information confirming disability from a health care professional. You may not ask an applicant or tenant to provide access to medical records or medical providers, or provide detailed or extensive information or documentation of a person's physical or mental impairments.

INTERNET CERTIFICATIONS.

HUD states that websites which sell certificates, registrations, and licensing documents for assistance animals are not sufficient on their own to reliably establish that an individual has a disability-related need for an emotional support animal. Instead, HUD recommends that the documentation should include the patient's name, whether there is a professional relationship between the healthcare professional and the patient, and the type of animal(s) for which the reasonable accommodation is sought. The documentation should also include information addressing the requestor's disability: whether the patient has a physical or mental impairment, whether that impairment substantially limits at least one major life activity or major bodily function, and how the patient will be aided by the animal(s).

ANIMAL DEPOSITS OR OTHER ANIMAL FEES.

Any required animal fees, like an animal deposit, may not be applied to assistance animals. A reasonable accommodation request for an assistance animal cannot be conditioned on the payment of such a fee. However, the person is responsible for any damage to the property caused by the assistance animal, excluding normal wear and tear, and all reasonable costs associated to repair the property, if this is your practice to assess tenants for any damage they cause.

UNIQUE ANIMALS.

If the animal being considered is a dog, cat, small bird, rabbit, hamster, gerbil, other rodent, fish, turtle, or other small, domesticated animal that is traditionally kept in the home for pleasure rather than for commercial purposes, then the reasonable accommodation should be granted if the landlord has information confirming that there is a disability-related need for the animal.

However, if the animal is "unique", like a monkey or snake, then the tenant has a burden to demonstrate a disability-related therapeutic need for the specific animal or the specific type of animal. There may be reasons that require a unique animal such as opposable thumbs on a monkey or allergies to dogs. Landlords should consider the request and documentation provided.

BREED, SIZE, AND WEIGHT RESTRICTIONS.

Breed, size, and weight restrictions do not apply to assistance animals. A decision that an assistance animal poses a direct threat of harm to others or would cause substantial physical damage to the property of others must be based on that animal's actual conduct and not simply on (i) fear about harm or damage an animal may cause or (ii) evidence of harm or damage other animals have caused.

INSURANCE POLICY.

In some cases, an insurance policy may contain restrictions, conditions, or prohibitions on the types of animals or breeds in a property. If a request for an assistance animal in your property would violate your insurance policy, this may entitle you to refuse the request. If your insurance carrier would either cancel the insurance policy, substantially increase the costs of the insurance policy, or adversely change the policy terms because of the presence of a certain breed of dog or a certain animal, HUD will find that this imposes an undue financial and administrative burden. However, the HUD investigator will verify such a claim with the insurance company directly and consider whether comparable insurance, without the restriction, is available in the market.

Broker cannot give legal advice. In the event you need further information or wish to deny a request for an assistance animal, you should CONSULT AN ATTORNEY.

This form was provided by:

Stephanie Schley

Broker's Printed Name

By:

Broker's Associate's Signature

Date

Bruce Cole

5-24-2024

By signing below, I acknowledge that I received, read, and understand this information.

Landlord

Date

Jon McDonald

5/24/24

Landlord

Date

Chandra McDonald

5/24/24



APPROVED BY THE TEXAS REAL ESTATE COMMISSION (TREC)
LANDLORD'S FLOODPLAIN AND FLOOD NOTICE
 NOTICE: For Use With a Residential Lease, Including a Temporary Residential lease

08-08-2022



CONCERNING THE PROPERTY AT: 28222 Helmsman Knolls Katy
 (Street Address and City)

- A. Landlord is is not aware that the dwelling you are renting is located in a 100-year floodplain. If neither box is checked, you should assume the Property is in a 100-year floodplain. Even if the dwelling is not in a 100-year floodplain, the dwelling may still be susceptible to flooding. The Federal Emergency Management Agency (FEMA) maintains a flood map on its Internet website that is searchable by address, at no cost, to determine if a dwelling is located in a flood hazard area. Most tenant insurance policies do not cover damages or loss incurred in a flood. You should seek insurance coverage that would cover losses caused by a flood.
- B. Landlord is is not aware that the dwelling you are renting has flooded at least once within the last five years.
- C. For purposes of this notice:
- (1) "100-year floodplain" means any area of land designated as a flood hazard area with a one percent or greater chance of flooding each year by the Federal Emergency Management Agency under the National Flood Insurance Act of 1968 (42 U.S.C. Section 4001 et seq.).
 - (2) "Flooding" means a general or temporary condition of partial or complete inundation of a dwelling caused by:
 - (a) the overflow of inland or tidal waters;
 - (b) the unusual and rapid accumulation of runoff or surface waters from any established water source such as a river, stream, or drainage ditch; or
 - (c) excessive rainfall.
 - (3) "Dwelling" means one or more rooms rented for use as a permanent residence under a single lease to one or more tenants.

Jon McDonald 5/24/24 Chandra McDonald 5/24/24
 Landlord Jon McDonald Date Landlord Chandra McDonald Date

The undersigned Tenant hereby acknowledges receipt of the foregoing notice.

Tenant _____ Date _____ Tenant _____ Date _____



This form was prepared by the Texas Real Estate Commission in accordance with Texas Property Code §92.0135 and is to be used in conjunction with a residential lease, including a temporary residential lease, entered into or renewed on or after January 1, 2022. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>) TREC NO. 54-0

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BED BUG ADDENDUM

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ADDENDUM TO RESIDENTIAL LEASE CONCERNING THE PROPERTY AT 28222 Helmsman Knolls, Katy, TX 77494

A. REPRESENTATIONS:

- (1) Landlord is not aware of any evidence indicating the presence of bed bugs currently in the Property.
- (2) Tenant has inspected the Property and found no evidence indicating the presence of bed bugs in the Property.
- (3) Tenant represents: *(Check only one box.)*
 - (a) Tenant is not aware of any evidence indicating the presence of bed bugs in Tenant's or any occupant's: (i) current or previous residence(s); or (ii) personal property.
 - (b) Tenant is aware of the following evidence indicating the presence of bed bugs in Tenant's or any occupant's: (i) current or previous residence(s); or (ii) personal property: _____

Tenant further represents that Tenant's and any occupant's personal property has been treated by a licensed pest control operator and that such personal property is free from bed bugs.

B. NOTICE: Tenant must immediately notify Landlord, in writing, if:

- (1) Tenant becomes aware or discovers evidence of the presence of bed bugs in the Property, including in any personal property within the Property; or
- (2) Tenant, an occupant, Tenant's family members, or a guest or invitee of Tenant experiences any bites or other irritations on the body believed to be caused by (i) bed bugs; or (ii) any other condition or pest in the Property.

C. TREATMENT:

- (1) If the presence of bed bugs in the Property is confirmed, Tenant must:
 - (a) allow Landlord and Landlord's agents access to the Property at reasonable times without first attempting to contact Tenant and without notice to perform bed bug inspections or treatments;
 - (b) comply with all instructions from Landlord or Landlord's agents to clean and treat the Property;
 - (c) remove or destroy personal property that cannot be treated or cleaned, and properly dispose of such property; and
 - (d) pay all reasonable costs in connection with the inspection, cleaning, and treatment of the Property as a result of the presence of bed bugs in the Property, if caused by Tenant, an occupant, Tenant's family members, or a guest or invitee of the Tenant.
- (2) All decisions regarding the selection of the licensed pest control operator and method of treatment will be at Landlord's sole discretion.

D. LIABILITY: Unless caused by Landlord, Landlord is not responsible to Tenant, an occupant, Tenant's family members, or a guest or invitee of the Tenant for any damages, injuries, or losses to person or property caused by the presence of bed bugs in the Property. Tenant will protect, defend, indemnify, and hold Landlord and Landlord's agents harmless from any damages, costs, attorney's fees, and expenses that are caused by Tenant, an occupant, Tenant's family members, or a guest or invitee of the Tenant in connection with the presence of bed bugs in the Property.

E. DEFAULT: If Tenant fails to comply with this addendum, in addition to exercising Landlord's remedies under Paragraph 27 of the above-referenced lease, Tenant must immediately reimburse Landlord the amounts under this addendum for which Tenant is responsible.

(TXR-2013) 07-08-22 Landlord or Landlord's Representative:  & Tenants:  _____

Bed Bug Addendum concerning: _____

F. RESOURCES FOR MORE INFORMATION: For more information about bed bugs, Tenant may visit one of the websites listed below.

Texas Department of Health and Human Services: <https://www.dshs.texas.gov/pbs/bedbugs.aspx>

United States Environmental Protection Agency: <https://www.epa.gov/bedbugs>

Texas A&M Agrilife Extension: <https://citybugs.tamu.edu/factsheets/biting-stinging/bed-bugs/>



Landlord Jon McDonald Date 5/24/24



Landlord Chandra McDonald Date 5/24/24

Or signed for Landlord under written property management agreement or power of attorney:

By: _____

Printed Name: _____

Firm Name: _____

Tenant Date

Tenant Date

Tenant Date

Tenant Date