

## Facts for Small Group Problem/Module 6

Sam has always struggled with depression and anxiety, and he sees his psychiatrist twice each year to discuss how his medication is working and whether adjustments are necessary. One year ago, Sam's doctor suggested that he consider getting a dog. Sam lives alone and has few friends, and his doctor said that considerable research supports the beneficial effects of owning and caring for a dog for patients with Sam's clinical profile. Sam's landlord has a no-pet/forfeiture clause in the lease, and Sam didn't want to have to move, so he decided to get a very small, quiet dog and say nothing to the landlord. When Sam's AC broke down, however, the repair person was quite taken with Pookie, and he must have said something to the landlord, because Sam received a notice to vacate the very next week.

By the time you hear the case, things have gotten pretty tense between Sam and his landlord. The landlord called Sam in an effort to work things out, urging him to find another home for the dog. Sam replied that the dog is an emotional support dog, and that he has a certificate, vest, and special leash from Amazon to prove it. The landlord said, "You seem pretty able-bodied to me, so what's wrong with you? You don't act crazy." Sam refused to answer, saying "You ever heard of HIPPA?" The landlord said, "Now I understand why there are bright green spots of grass all over your yard." Sam said, "Maybe you're the one that's crazy." The landlord said, "I'll agree to the dog staying if you pay a \$750 pet fee, for damages." Sam said, "You really ARE crazy! Maybe YOU need a dog too."

At trial, LL shows the lease with the no-pet/forfeiture clause provision, and Sam shows you a letter from his psychiatrist. The LL says Sam lied to him by omission by failing to inform him of the dog and Sam's "condition," and should be evicted for lying on the lease application "retroactively."

How do you rule? What do you say to the LL? To Sam?

