

## **Chapter 15**

### **Assistive Animal Policy**

Assistive animals are considered auxiliary aids on behalf of persons experiencing disabilities. They are not considered "pets," and are therefore exempt from a refundable deposit.

An assistive animal is defined by HUD as follows.

"Assistive animals are animals that serve as a reasonable accommodation for persons with disabilities by assisting those individuals in some identifiable way by making it possible for them to make more effective use of their housing. Such animals are often referred to as "service animals, assistive animals, support animals, or therapeutic animals" and may include any animal that actually performs tasks or a service for the benefit of an individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals with hearing impairments to intruders or sounds, pulling a wheelchair, fetching items or providing emotional support to persons with mental disabilities. Regular pet policies do not apply to assistive animals. If a tenant or applicant can establish that he or she needs an assistive animal as a reasonable accommodation to his or her disability, the housing provider must allow the animal to live in the unit."

A companion or emotional support animal does not require special training or certification to qualify as an assistive animal. Nevertheless, AHFC has an obligation to ensure that there is a connection between the disability and the accommodation, documented by a third party medical verification of both the disability and the need for an assistive animal.

#### **A. REASONABLE ACCOMODATION**

- The individual experiencing the disability must make a reasonable accommodation request, preferably in writing using the form PW-AP103, before they may house an assistive animal in the unit.

The family member requiring the assistive animal must meet the statutory definition of a person experiencing a disability. Property management staff must acquire third party medical verification of: (1) the disability, if file documentation does not already exist; and (2) medical verification of the need for an assistive animal. Staff will then forward any such request plus

copies of the verification(s) to the Central Office 504 Coordinator for review and approval.

## **B. ASSISTIVE ANIMAL REGISTRATION**

If the reasonable accommodation request is approved, the resident must register the assistive animal with AHFC using form PM637, and sign an Addendum to the Lease Agreement (form PM636).

### **B.1 Other Required Registration Documents**

1. Proof that the animal has current vaccinations required by state or local law
2. Licenses are current as required by state or local law
3. A current and clear photograph of the animal
4. Name, address and phone number of person to be responsible for the animal in the tenant's absence
5. Dogs and cats must be spayed or neutered by six months of age
6. Proof of current license and inoculation will be updated annually at the annual reexamination

Registration must be renewed at the annual reexamination of income and family composition. Proof of license and vaccinations must be re-verified.

### **B.2 Refusal To Grant the Accommodation or Register the Animal**

AHFC may refuse to grant the accommodation if it cannot verify that person in question is permanently disabled, or it cannot verify that there is a connection between disability and request for the accommodation. AHFC may also refuse to register the assistive animal for other valid reasons.

- The owner fails to provide complete assistive animal registration information, or fails to update the registration annually
- AHFC reasonably determines that the owner is unable to keep the animal in compliance with the *Lease Addendum* and other lease obligations. AHFC authorization for the animal will be given on a year-by-year basis
- An animal exhibits behavior that is vicious or intimidating, as determined by AHFC personnel
- An animal is kept in violation of humane or health laws

AHFC may not refuse to register an animal based on a determination that the owner is financially unable to care for the animal.

### **C. DEPOSITS AND OTHER FEES**

No special deposit exists similar to a "pet deposit". The tenant/owner is liable for any and all damages caused to the premises by an assistive animal.

- Damages caused by the animal, any cost of repairs, and other resulting damages shall be paid by the Tenant
- Owners who fail to remove animal waste will be charged for labor in accordance with AHFC Sundry Charges

### **D. ALTERATIONS TO UNIT**

Tenants can not alter their unit, patio, premises or common areas to create an enclosure for any animal. Installation of animal doors is prohibited.

### **E. ANIMAL AREA RESTRICTIONS**

Animals must be maintained within the resident's unit. Animals can not be tethered or tied outside.

- Dogs and cats servicing as assistive animals shall remain inside the resident's unit unless they are on a leash and directly controlled by the animal's owner. Birds, rabbits, and/or guineas pigs, etc. must be confined to a cage at all times.

Dogs and cats must be in a kennel or on a securely attached leash when AHFC personnel enter the unit. Animals other than cats and dogs must be properly caged.

#### **E.1 Visiting Pets**

Visiting pets, unless sponsored by a visiting pet program, are prohibited. Staff must take caution when enforcing this provision to avoid placing any limitation upon a person with a disability who relies upon an assistive animal.

Participation by a resident in a visiting pet program sponsored by a humane society or similar nonprofit organization is authorized on the following conditions:

- Visiting pets are limited to no more than 14 consecutive days and nights in any one (1) calendar month.
- All applicable rules and requirements of this Policy shall apply to visiting pets.
- Damage to a dwelling unit or grounds caused by visiting pets is the responsibility of the resident.

Failure to correct violations of the Assistive Animal Policy or to pay for pet damages may result in cessation of this provision through issuance of a *Notice to Correct Condition*, or *Notice of Lease Violation*, depending upon the severity of the violation.

## **F. TENANTS RESPONSIBILITIES**

Owners of assistive animals must recognize that other residents may have chemical sensitivities or allergies related to animals, or may be easily frightened or disoriented by animals. Owners agree to exercise courtesy with respect to other residents' rights to the peaceful enjoyment of the premises.

The tenant will comply with the lease, regarding the animal as a family member.

- **Noise:** Control animal noise so other tenants can enjoy the peaceful enjoyment of their premises. (AHFC will not, under any circumstances, require owners to have any animal's vocal chords removed.)
- **Cleaning:** Animal waste or the litter from litter boxes shall be picked up/emptied by the animal owner, disposed of in heavy, sealed plastic trash bags, and placed in a trash container immediately.
  - Litter shall not be disposed of by being flushed through a toilet
  - Litter boxes shall be stored inside the resident's dwelling unit
  - Dispose of outside waste by placing it in a sealed plastic bag and disposing of it in an outside trash bin immediately
  - Eliminate any animal odors within or around the unit and to maintain the unit in a sanitary condition at all times
- Dogs and cats servicing as assistive animals shall remain inside the resident's unit unless they are on a leash and directly controlled by the animal's owner. Birds, rabbits, and/or guineas pigs, etc. must be confined to a cage at all times
- Feeding stray animals will constitute having a pet without permission of AHFC

- Leaving animals alone: Dogs shall not be left unattended inside a dwelling unit for more than (10) hours. Other animals shall not be left unattended for more than 24 hours
- Tenant shall be responsible for adequate care, nutrition, exercise and medical attention for the animal

## **G. RESPONSIBLE PARTIES**

The resident/animal owner must designate a responsible party for the care of the pet if the health or safety of the animal is threatened by the death or incapacity of the owner, or by other factors that render the owner unable to care for the animal. That individual is named on the *Assistive Animal Lease Addendum*, form PM658.

## **H. ASSISTIVE ANIMAL POLICY VIOLATIONS**

If it becomes necessary for AHFC personnel to clean a unit or common areas, or dispose of waste attributable to a tenant's animal, AHFC will issue a *Notice to Correct Condition*, form LR415. A reoccurrence of a similar condition within a six month period will result in a *Notice of Lease Violation*, form LR415.

If AHFC determines that an animal owner has violated a provision of the Policy, it will issue a lease violation. Failure to cure an identified problem within the timeframe given by a *Notice of Lease Violation*, form LR407 or a repetition of a similar violation occurring within six (6) months, constitute grounds for eviction.

## **I. LEASE VIOLATION/REMOVAL OF ANIMAL**

Violation of animal restrictions is considered a serious violation of the lease. AHFC will give notice to remove the animal within 24 hours when an animal exhibits vicious, intimidating, or destructive behavior.

If the owner and AHFC are unable to resolve the violation at an informal settlement meeting or the owner fails to correct the violation in the time period allotted by AHFC, AHFC may serve notice to remove the animal.

The Notice shall contain:

1. A brief statement of the factual basis for AHFC's determination of the Assistive Animal Policy that has been violated;
2. The requirement that the resident/animal owner must remove the animal within 30 days or 24 hours (depending on the circumstance) of the notice; and
3. A statement that failure to remove the animal may result in the initiation of termination of tenancy procedures.

## **J. TERMINATION OF TENANCY**

Lease violations and termination for good cause are discussed in Chapter 8, Termination of Tenancy.

AHFC may initiate procedures for termination of tenancy based on an assistive policy violation if:

- The owner has failed to remove the animal or correct an animal policy violation within the time period specified; and
- The animal policy violation is sufficient to begin procedures to terminate tenancy under terms of the lease.

## **K. ANIMAL REMOVAL**

If the death or incapacity of the owner threatens the health or safety of the animal, or other factors occur that render the owner unable to care for the animal, the situation will be reported to the Responsible Party designated by the tenant. This includes animals that are poorly cared for or have been left unattended (**over 10 hours for dogs, over 24 hours for animals other than dogs**).

If the responsible party is unwilling or unable to care for the animal, or if AHFC after reasonable efforts cannot contact the responsible party, AHFC may contact the appropriate State or local agency and request the removal of the animal.

If the animal is removed as a result of any act on the part of the animal, the animal will not be allowed back on the premises.

## **L. EMERGENCIES**

AHFC will take all necessary steps to ensure that animals that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are referred to the appropriate State or local entity authorized to remove such animals.

If it is necessary for AHFC to place the animal in a shelter facility, the cost will be the responsibility of the tenant/animal owner.

## **M. RULES FOR POSSESSION OF AN ASSISTIVE ANIMAL**

AHFC authorization for an assistive animal is given on a year-by-year basis. Although no special deposit exists similar to a "pet deposit," possession of an assistive animal does not exclude the tenant from liability for any and all damages caused to the premises by such assistive animal.

Assistive animal ownership may be revoked at any time, subject to AHFC grievance procedure, if the assistive animal becomes destructive, a nuisance or safety hazard to other residents or AHFC staff, or if the tenant fails to comply with the rules outlined below.

By signature to the Lease Addendum, the tenant and/or assistive animal owner agree to the following:

- No assistive animal may be kept in violation of state humane or health laws, or local ordinances.
- The assistive animal owner agrees to use designated areas for walking the assistive animal and waste elimination, as determined at each individual development.
- The assistive animal owner must abide by any and all state and local animal control ordinances pertaining to inoculations, licenses and leash laws. Proof of such compliance must be shown when the animal is first registered and at annual re-examinations.
- Dogs and cats servicing as assistive animals shall remain inside the resident's unit unless they are on a leash and directly controlled by the animal's owner. Birds, rabbits, and/or guineas pigs, etc. must be confined to a cage at all times.
- Owners of assistive animals must recognize that other residents may have chemical sensitivities or allergies related to animals, or may be easily frightened or disoriented by animals. Owners agree to exercise courtesy with respect to other residents' rights to the peaceful enjoyment of the premises.

- Tenant shall not alter their unit, patio, premises or common areas to create an enclosure for any animal. Installation of animal doors is prohibited.
- The assistive animal must receive food and water within the rental unit.
- Owners of assistive animals must care for the animal in such a way as to ensure that the premises are maintained in a clean and sanitary condition.
- Owners of assistive animals must control their animals in such a way as to ensure that the animal does not interfere with the neighbors' rights to enjoy their premises in a safe and peaceful manner. The assistive animal must not present a nuisance or threat to the safety of other residents, visitors, AHFC employees, or any other persons on or about the premises.
- Assistive animals shall not interfere with the delivery of management, maintenance, postal, utility or residential services. When AHFC personnel must enter the unit, the assistive animal must be restrained in a kennel or placed on a securely attached leash under control of a responsible person.
- If an assistive animal is left unattended for 24 hours or more, AHFC may enter the rental unit, or authorize a third party, to remove the animal and transfer it to the proper authorities. AHFC accepts no responsibility for the animal under such circumstances.

### **M.1 Waste Removal**

The resident shall take adequate precautions to eliminate any animal odors within or around the unit and to maintain the unit in a sanitary condition at all times. All animal waste outside the unit must be immediately placed in a sealed plastic bag and disposed in an outside trash bin. Litter from litter boxes must be emptied by the owner, disposed of in a heavy, sealed plastic trash bag, and immediately placed in a trash container. Litter must not be disposed by flushing through a toilet. Litter boxes will be stored inside a resident's unit.

### **M.2 Rule Violations**

If death, incapacity, or absence of the owner threatens the health or safety of the animal, AHFC will report the situation to the 'responsible party' designated by the owner. If the responsible party is unavailable, unwilling or unable to care for the animal, AHFC may contact the appropriate state or local agency and request the removal of the animal. The cost of placing an



assistive animal in a shelter facility is the sole responsibility of the tenant/animal owner.

Tenants/owners of assistive animals who violate the rules for possession of an assistive animal are subject to:

1. A notice of lease violation. Were two similar violations to occur within a six month period, AHFC may issue a correctable notice to quit for good cause.
2. In the case of an immediate threat to health and safety of the general public or AHFC personnel, AHFC may order tenant/owner to remove the assistive animal, or AHFC may call upon local authorities to remove the animal at the tenant/owner expense.

If the animal is removed as a result of any act on the part of the animal, AHFC shall prohibit the return of the animal onto the premises.