

Resolution Number NE-082-7-2018

Adopted 5/14/18

## **21.0 COMPANION & SERVICE ANIMAL POLICY**

A "companion or service animal" is an animal that works, provides assistance or performs tasks for the benefit of a person with a disability. These animals may also provide emotional support to persons with disabilities who have a disability related need for such support.

The need for a companion or service animal has to be directly related to a disability, and the services performed by the animal must alleviate one or more identified symptom of that person's disability.

When an applicant or resident with a disability asserts and can verify that an animal is a companion or service animal for his/her disability, the applicant should make a request for a reasonable accommodation. (See NHA, Exhibit "1").

NHA will require verification that the applicant or resident is a "qualified individual with handicaps" as defined by 24 CFR 8.3, and that the animal is necessary in coping or assisting with the disability. (Exhibit "3")

Upon receipt of verifications, NHA will determine approval of the reasonable accommodation request.

Residents requiring more than one "companion or service animal" must request this by completing NHA's reasonable accommodation process. Additional documentation will be necessary, specifically a statement from a medical professional that two separate "companion or service animals" are necessary to meet accessibility needs. NHA reserves the right to determine why the first "companion or service animal" does not meet the needs of the person with disabilities. Unless a considerable argument can be made as to why an additional animal is necessary, this request will generally be denied.

### **21.1 NHA RULES FOR COMPANION & SERVICE ANIMALS**

#### REGISTRATION

1. Residents must request and receive approval for a reasonable accommodation prior to bringing the "companion or service animal" on the premises. A "Service Animal Information Form" shall be also be filled out when a service animal has been approved for residency (Exhibit "4").
2. Registration of the companion or service animal shall include a photograph being taken by the Housing Authority and retained in the tenant file. The photograph will be utilized to confirm identity of the pet in case of emergency.

3. Residents registering “companion or service animals” that are not fully-grown at the execution of the initial Pet Addendum, will be required to report back to the development office at the first-year anniversary of the agreement in order that the pet may be re-photographed for identification purposes.
4. The name, address, and phone number of one or more responsible parties who will care for the companion or service animal if the resident dies, is incapacitated, or the companion or service animal is otherwise left unattended for an extended period of time. This information must be provided at the time of registration.
5. All “companion and service animals” must be licensed and registered prior to residency at NHA

#### COMPANION OR SERVICE DOG/CAT—SPAYING & NEUTERING

If the “companion or service animal” is a dog or cat, it must be spayed/neutered prior to residing on NHA property or by three months of age. Evidence of spaying/neutering can be proved by a statement/bill from a licensed veterinarian and/or staff of the Humane Society or by means of the veterinarian certification provided for on applicable NHA form (Exhibit “3”).

#### OTHER COMPANION OR SERVICE ANIMALS

Other companion or service animals will be allowed on a case-by-case basis. NHA will require an explanation from a medical professional for any companion animal requested that is not found in the standard NHA Pet Policy. The explanation should state why the skills of a cat, dog, bird or fish would not meet the residents’ needs.

#### INOCULATIONS/VACCINATIONS

If the companion or service animal is a cat or dog, it must have received rabies inoculations or boosters, as applicable. The resident shall provide the Housing Authority with evidence of inoculations certified by a licensed veterinarian or a State or local authority empowered to inoculate animals (or designated agent of such an authority) stating that the pet has received all inoculations required by applicable State and local law. Said certification may be provided on the veterinarian’s statement/bill or on the applicable NHA form (Exhibit “3”).

#### LICENSING

1. Licensing of all dogs and cats shall be required in accordance with applicable State and local law on an annual basis. The applicable service or companion animal must always wear a license with owner’s name, address and telephone number.
2. In the event that applicable State or local law changes with reference to licensing of any and all service or companion animals, NHA will require its residents to comply upon appropriate notice.

### SANITARY CONDITIONS

The “companion and service animal” rules shall prescribe sanitary standards to govern the disposal of waste.

These rules are as follows:

- Resident shall be responsible for **immediately** disposing of all animal waste excreted inside the development building or on the development grounds.
- Bird cages and surrounding area shall be cleaned regularly removing waste, excess food and any other items that may be a health hazard or attract insects.
- Waste must be placed in a plastic bag, tightly secured and deposited in a dumpster.
- Poorly disposed waste will not be tolerated and will be subject to a \$5.00 charge per incident.
- Each time a “companion or service animal” owner fails to remove animal waste in accordance with this rule, a \$5.00 charge will be levied to the resident’s account. NHA reserves the right to exterminate and charge the Tenant.
- The resident must provide waterproof and leak proof litter boxes for cat waste, which must be kept inside the dwelling unit. Litter boxes shall be cleaned daily of pet waste and litter completely changed out once a week. Cardboard boxes are not acceptable and will not be approved. The resident shall not permit refuse from litter boxes to accumulate, become odorous, to become unsightly, or unsanitary. Litter must not be strewn on the ground nor flushed down the toilet.

### GENERAL PROVISIONS

1. All “companion and service animals” must be housed within the unit and no facilities can be constructed outside of the unit for any animal.
2. Costs incurred by NHA for **extermination of fleas, ticks, and other animal related pests**, will be charged to the resident.
3. Companion or Service animals shall not disturb, interfere or diminish the peaceful enjoyment of other residents. The terms, “disturb, interfere or diminish” shall include but is not limited to: barking, meowing, crying, howling, chirping, biting, scratching and other like activities. This includes any “companion or service animals” that make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one-half hour or more and therefore disturbs any person at any time of the day or night unless the disturbance is related to the service or companion animals training and/or function. The Housing Authority will ask for removal of the companion or service animal if it disturbs other residents. The resident will be given one week to make other arrangements for the care of the animal or the dwelling lease will be terminated.
4. Companion or service animals must be maintained responsibly and in accordance with the ownership lease addendum and in accordance with all applicable ordinances, state and local public health, animal control, and animal anti-cruelty laws and regulations.

5. Companion or service animals may not be bred or used for any commercial purposes on NHA property.

#### CONTROL OF THE COMPANION OR SERVICE ANIMAL

1. “Companion and service animals” shall not be permitted to be loose and if the “companion or service” animal is taken outside it must be taken outside on a leash **no longer than six (6’) feet** and kept off lawns designated to other residents.
2. All “companion and service animals” must be under the control of an adult leaseholder. An unleashed animal, or one tied to a fixed object, is not under the control of an adult. NHA staff will contact the local Humane Society in the event an animal is found to be unleashed, or leashed and unattended, on NHA property. It shall be the responsibility of the resident to reclaim the animal and at the expense of the resident.
3. The resident “companion or service animal” owner shall have the animal restrained so that maintenance can be performed in the dwelling unit. The resident **shall**, whenever an inspection or maintenance is scheduled, either be at home or shall have all animals restrained or caged. If a maintenance person enters an apartment where an animal is not restrained, maintenance shall not be performed, and the resident pet owner shall be charged a fee equal to one-hour labor. If the situation again occurs, the animal shall be removed from the premises. Animals that are not caged or properly restrained will be impounded and reported to the local Humane Society for removal. It shall be the responsibility of the resident owner to reclaim the animal at the expense of the resident. The Housing Authority shall not be responsible if any animal escapes from the residence due to its maintenance, inspections, or other activities.

#### UNATTENDED ANIMALS

Companion or service animals may not be left unattended for more than twenty-four (24) consecutive hours. If it is reported to NHA staff that an animal has been left unattended for more than a twenty-four (24) hour period, NHA staff may enter the unit and remove the animal and transfer the animal to the humane society. Any expense to remove and reclaim the animal from any facility will be the responsibility of the resident.

#### COMPANION AND SERVICE ANIMAL VIOLATION PROCEDURES

NHA reserves the right to require residents to remove any “companion or service animal” from the premises whose conduct (noise, biting, breeding, etc.) or condition is duly determined to constitute a nuisance or a threat to the health or safety of the other occupants or pets of the development, neighbors, staff, or visitors. NHA reserves the right to remove such a “companion or service animal” in the event that the owner does not or cannot remove the animal.

#### NOTICE OF COMPANION AND SERVICE ANIMAL POLICY VIOLATION

If NHA determines that a “companion or service animal” owner has violated a rule governing the owning or keeping of these animals:

- NHA may serve a written notice of Companion & Service Animal Policy violation on the pet owner in accordance with Section 17 (s) and Section 27 of the dwelling lease. The notice of Companion & Service Animal Policy violation must contain the following:
  1. A brief statement of the factual basis for the determination and the Companion & Service Animal Policy rule or rules alleged to be violated;
  2. State that the “companion or service animal” owner has five (5) days from the effective date of service of the notice to correct the violation (including, in appropriate circumstances, removal of the pet) or to make a written request for grievance hearing (request do not have to be in writing if a reasonable accommodation is requested and approved);
  3. State that the “companion or service animal” owner’s failure to correct the violation, to request a grievance hearing, or to appear at a requested grievance hearing may result in initiation of procedures to terminate the “companion and service animal” owner’s tenancy.
- If the violation is determined to be of a critical or emergency nature, NHA may act upon the violation in a manner appropriate for the circumstance as determined by NHA Management.

#### NOTICE FOR ANIMAL REMOVAL

If the owner of the “companion or service animal” and NHA are unable to resolve the policy violation or if a representative of NHA staff determines that the animal owner has failed to correct the policy violation within any additional time provided herein, the Housing Authority may serve a written notice on the “companion or service animal” owner in accordance with the applicable section of the Dwelling Lease, if appropriate, requiring the owner to remove the animal. The notice must:

1. Contain a brief statement of the factual basis for the determination and the Companion & Service Animal Policy or rules that have been violated;
2. State that the animal owner must remove the companion or service animal within five (5) days of the effective date of service of the notice of animal removal (or the private conference, if notice is served at the private conference); and
3. State that failure to remove the animal may result in initiation of procedures to terminate the animal owner’s tenancy.

NHA reserves the right to remove the animal immediately if it is determined to be an immediate health or safety risk to other residents or staff.

#### INITIATION OF PROCEDURES TO REMOVE A ANIMAL OR TERMINATE THE COMPANION OR SERVICE ANIMAL OWNER’S TENANCY

NHA will initiate procedures to terminate a service or companion animal owner's tenancy based on a Companion or Service Animal Policy violation if:

1. The "companion or service animal" owner violates the Companion & Service Animal Policy after receiving legal notice to cure the violation;
2. The "companion or service animal" owner does not cooperate with NHA
3. The owner refuses to remove an animal that has been determined problematic or dangerous
4. The "companion or service animal" violation is of a serious nature and is determined to be sufficient to begin procedures to terminate the animal owner's tenancy under the terms of the lease and applicable regulations (such as the animal bites another resident or staff member).

NHA may initiate procedures to remove an animal under 24 CFR 5.327 (threat to health and safety) at any time, in accordance with the provisions of applicable State or local law.

It shall be a serious violation of the lease for any resident to have a service or companion animal without proper approval and without having complied with the terms of this policy. Such violation shall be considered to be a violation of Section 17 (s) of the lease and the NHA will issue a termination notice in accordance with Section 18 of the dwelling lease. The resident service or companion animal owner will be entitled to a grievance hearing in accordance with the provisions of Section 23 of the dwelling lease.

## Nelson Housing Authority Pet Ownership Policy

### A. EXEMPTIONS

These rules do not apply to service or companion animals needed by a person with a documented disability who has a disability-related reason for needing an animal. For these individuals, the Housing Authority may require documentation from a qualified medical practitioner with respect to:

1. Verification that the person making the request is a person with a disability.
2. Verification that the animal is needed by a person with a disability because of the person's disability
3. Verification that the animal owned by the individual with a disability will meet the need identified
4. Verification that someone in the household is able to care for the animal or that alternative arrangements that will not impaired the animal's health or safety have made

Verification that the animal is currently on any required inoculations and that the animal, if a cat or dog, has been neutered or spayed

### B. PET RULES

The following rules shall apply for the keeping of pets by Residents living in the units operated by the Nelson Housing Authority.

1. "Common household pets" as authorized by this policy means domesticated animal, such as cat, dog, fish, and birds, that are traditionally kept in the home for pleasure rather than for commercial purposes. Common household pet does not include livestock, reptiles, birds of prey, arachnids, insects, or exotic animals.
2. At any one time, each resident family will be allowed to house only one warm-blooded animal, one 10 gallons or less fish tank, and the container must be placed in a safe location in the unit. The resident is limited to one container for fish. Residents shall be responsible for any damage caused by leakage or spillage from the aquarium or fish bowl. One cage with up to 2 birds. Parakeets/Budgies, Cockatiels, Finches and Canaries, Lovebirds, and African Greys are approved species of Birds. All other species will be approved on a case-by-case basis according to factors such as noise, size and other management determinations, Birds of flight are to remain in cages all times unless the wings have been recently clipped. Clipped wings will grow back in a relatively short period of time. It is the owner's responsibility to regularly clip the bird's wings if it is begin let out of the bird cage. Cages shall be cleaned regularly.
3. Visiting guests with pets (other than service animals to assist visitors with disabilities) will not be allowed.
4. Each resident family will register their pets with the Housing Authority **BEFORE** they are brought onto the Housing Authority premises and will update the registration annually at the re-examination of fail income. The registration will include:

A photo of the pet and information sufficient to identify the pet is required





TENANT NAME: \_\_\_\_\_ UNIT #: \_\_\_\_\_

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

TYPE OF PET: \_\_\_\_\_

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

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

PHONE #: \_\_\_\_\_

INOCULATIONS CURRENT:     YES     NO    DATE: \_\_\_\_\_

CITY LICENSE CURRENT:     YES     NO    DATE: \_\_\_\_\_

SPAYED/NEUTERED:     YES     NO

ALTERNATE PET CARE GIVER:

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

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

PHONE #: \_\_\_\_\_

