

ASSISTANCE ANIMAL POLICY

RELATIONSHIP TO THE HOUSING AUTHORITY'S PET POLICY

Assistance animals that are needed as a reasonable accommodation for persons with disabilities are not considered pets, and thus, are not subject to the housing authority's Pet Policy. However, residents possessing assistance animals will be required to comply with specific rules related to the registration and maintenance of assistance animals as outlined in this policy. The resident shall furnish the housing authority information at each reexamination as to the status of the animal, the continued need for the animal, and other information outlined in this policy.

ASSISTANCE ANIMAL DEFINITION

Assistance animals are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability, or animals that provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance animals – often referred to as “service animals,” “assistive animals,” “support animals,” or “therapy animals” – perform many disability-related functions, including but not limited to the following:

- Guiding individuals who are blind or have low vision;
- Alerting individuals who are deaf or hearing impaired;
- Providing minimal protection or rescue assistance;
- Pulling a wheelchair;
- Fetching items;
- Alerting persons to impending seizures; or
- Providing emotion support to persons with disabilities who have a disability-related need for such support.

VERIFICATION OF NEED FOR AN ASSISTANCE ANIMAL

The housing authority will not refuse to allow a person with a disability to have an assistance animal merely because the animal does not have formal training. Some, but not all, animals that assist persons with disabilities are professionally trained. Other assistance animals are trained by the owners themselves and, in some cases, no special training is required. **However, the animal must actually perform the assistance or provide the benefit needed by the person with the disability.**

The housing authority will permit a person with a disability to use and live with an assistance animal in accordance with Section 504 of the Rehabilitation Act and the Fair Housing Act unless:

- There is reliable objective evidence that the animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation;
- There is reliable objective evidence that the animal would cause substantial physical damage to the property of others;
- The presence of the assistance animal would pose an undue financial and administrative burden to the housing authority; or
- The presence of the assistance animal would fundamentally alter the nature of the housing authority's services.
- Assistance animals are a means to provide a reasonable accommodation for an individual with a disability, but a person with a disability is not automatically entitled to have an assistance animal. Reasonable accommodation requires that there is a relationship between the person's disability and his/her need for the animal. The housing authority will verify that the individual requesting the assistance animal is a person with a disability and that the animal is needed to assist with the disability. The housing authority will also verify that the person is capable of taking care of the animal or has made suitable arrangements for care of the animal in a sanitary manner. As with all other disability-related inquires, the housing authority will not ask about the nature or severity of the resident's disability. However, the housing authority will ask for third-party verification.
- The U.S. Department of Justice's ADA regulations define “service animal” narrowly as any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. The regulations specify that “the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purpose of this definition.” Thus, trained dogs are the only species of animal that may qualify as service animals the ADA and emotional support animals are expressly precluded from qualifying as service animals under the ADA. An individual's use of a service animal must not be handled as a request for reasonable accommodation. Rather, an animal need only meet the definition of “service animal” to be allowed into a covered facility.

- To determine if an animal is a service animal, the PHA shall not ask about the nature or extent of a person's disability but may inquire to determine whether an animal qualifies as a service animal. The PHA may ask: (1) Is this a service animal that is required because of a disability? And (2) What work or tasks has the animal been trained to perform? The PHA shall not require documentation, such as proof that the animal has been certified, trained, or licensed as a service animal.
- The PHA may not make the two permissible inquiries set out above when it is readily apparent that the animal is trained to do work or perform tasks for an individual with a disability. The animal may not be denied access to the facility unless: (1) The animal is out of control and its handler does not take effective action to control it; (2) The animal is not housebroken (i.e., trained so that, absent illness or accident, the animal controls its waste elimination); or (3) The animal poses a direct threat to the health or safety of others that cannot be eliminated or reduced to an acceptable level by a reasonable modification to other policies, practices and procedures. A determination that a service animal poses a direct threat must be based on an individualized assessment of the specific animal's actual conduct- not on fears, stereotypes, or generalizations. The service animal must be permitted to accompany the individual with a disability to all areas of the facility where members of the public are normally allowed to go.

REGISTRATION

Prior to housing any assistance animal on the premises, the resident must apply via written application to the housing authority for an assistance animal permit. In order to receive an assistance animal permit, the following documentation must be submitted:

1. Evidence that the assistance animal has received current rabies and distemper inoculations or booster, as applicable.
2. Evidence that the assistance animal has been spayed or neutered, as applicable.
3. Third party verification that the resident has a need for and the physical/mental ability to properly care for the requested assistance animal.
4. Persons who are seeking a reasonable accommodation for an emotional support animal will be required to provide documentation from a physician, psychiatrist, social worker, or other mental health professional that the animal provides support that alleviates at least one of the identified symptoms or effects of the existing disability.

REGULATIONS/RULES

All residents keeping permitted assistance animals on the premises shall comply with the following rules:

1. Residents must show proof of annual rabies and distemper booster inoculations, if applicable.
2. All dogs and cats must be spayed or neutered, as applicable.
3. Animals shall remain inside the resident's unit. No animal shall be permitted to be loose in yards or any common areas of the housing authority properties.
4. When taken outside the unit, animals must be kept on a leash, controlled by an adult.
5. Birds must be confined in a cage at all times.
6. Residents shall not permit their animal to disturb, interfere or diminish the peaceful enjoyment of other residents. The term "disturb, interfere and diminish" shall include, but not be limited to: barking, howling, chirping, biting, scratching and other like activities.
7. Residents are solely responsible for cleaning animal droppings, if any, outside the unit and on housing authority property. Droppings/waste must be disposed of by being placed in a plastic sack and then placed in a container outside the building/apartment.
8. Residents must provide waterproof and leak proof litter boxes for cat waste, which must be kept inside the dwelling unit. Cardboard boxes are not acceptable and will not be approved. Residents must not permit refuse from litter boxes to accumulate or to become unsightly or unsanitary.
9. Residents shall take adequate precautions and measures necessary to eliminate assistance animal odors within or around the unit and shall maintain the unit in a sanitary condition at all times.
10. If assistance animals are left unattended for a period of 24 hours or more, the housing authority may enter the dwelling unit, remove the animal, and transfer it to the proper authorities, subject to the provisions of Mississippi State Law and pertinent local ordinances. The Housing Authority accepts no responsibility for the animal under such circumstances.

11. Residents shall not alter their unit or yard in any manner in order to create an enclosure for any assistance animal.
12. Residents are responsible for all damages caused by their assistance animals, including the cost of cleaning and replacing finishes and/or fumigation of the unit or units.
13. If an animal should become destructive, create a nuisance; represent a threat to the safety and security of other residents, housing authority staff or contractors' personnel, or create a problem in the area of cleanliness and sanitation, the Housing Authority will notify the resident, in writing, that the animal must be removed. The written notice will contain the date by which the animal must be removed, and this date must be complied with by the head of household. This date will be immediately if the animal may be a danger or threat to the safety and security of other residents. The resident may request a hearing, which will be handled in accordance with the housing authority's established grievance procedure. However, the animal must be immediately removed from the unit upon notice during the hearing process if the removal is related to safety and security.
14. Residents are responsible for any damage caused by their assistance animals. It is highly recommended that assistance animal owners purchase liability insurance that would protect the owner in the event that their assistance animal bites, scratches or in any way harms anyone.
15. Should any assistance animal housed by a resident give birth to a litter, the resident shall remove newborn animals from the premises.
16. Residents must identify an alternate custodian for assistance animals in the event of resident illness or other absence from the dwelling unit. The identification of an alternate custodian must occur prior to the Housing Authority issuing an assistance animal registration permit.
17. The privilege of maintaining an assistance animal in a facility owned and/or operated by the housing authority shall be subject to the rules herein. This privilege may be revoked at any time subject to the housing authority Grievance Hearing Procedures, if the animal should become destructive, create a nuisance, represent a threat to safety and security of other residents, or create a problem in the area of cleanliness and sanitation. Residents may not be allowed to own any type of assistance animal in the future with occupying a housing authority unit if this policy is violated.
18. No assistance animal shall be allowed in an apartment prior to the full compliance with the term of this Assistance Animal Policy. Such violation shall be considered a violation of the Lease.
19. In the event of death of an assistance animal, the resident must properly dispose of the remains in accordance with the local public health regulations, and under no circumstances on the property of the housing authority.

DEPOSITS

A deposit will not be charged for assistance animals; however, the housing authority will charge the resident for damages "beyond normal wear and tear" caused by the assistance animal or for any other damages to the housing authority's property caused by the assistance animal, including spraying for ticks, fleas or other insects.

I, _____, have received the BHA's House Rules and I agree to comply with the provisions. I understand that any violation of this policy and the established BHA procedures shall be considered a violation of my Tenant's Lease Agreement and may be cause for lease termination.

Tenant

Signature

Date

