

## **PET POLICY**

The Pet Policy set forth herein is reasonably related to the following legitimate interests of the Polk County Housing Authority (PCHA), including, but not limited to:

- (a) The PCHA's interest in providing a decent, safe and sanitary living environment for existing and prospective Residents;
- (b) Protection and preserving the physical condition of the property of the PCHA and the housing located thereon; and
- (c) The PCHA's financial interests in the property administered by this Housing Authority.

Residents occupying units administered by the Polk County Housing Authority shall be allowed to house pets on either a temporary or permanent basis, provided by this provision. The Applicant and any Resident must also provide certification from a licensed medical reference. **Only after such certification has been received by this Housing Authority, in writing**, will a Resident be permitted to keep and maintain a pet. The rules set forth herein specify the procedure for obtaining the necessary approval to keep and maintain a pet on the Housing Authority premises and set forth the rules which govern the keeping of such pets. Residents requesting permission to have a pet will be permitted a limit of one (1) pet per household (Dwelling Unit).

### 1) **SELECTION CRITERIA:**

- a) **Management Approval:** **Prior to a pet being accepted for keeping in a Dwelling Unit** the proposed owner must prepare and submit an "*Application to Have a Pet*". The Resident and this Housing Authority must enter into a "*Pet Agreement*".

**In addition** to executing the "*Pet Agreement*", **the Resident must submit to the Polk County Housing Authority documented proof of the proposed pet's health, suitability and acceptability in accordance with provisions outlined in "Standards" below. Pets must be registered with the Polk County Housing Authority before the pet is brought onto the premises and annually thereafter.**

Registration includes:

1. Certificate signed by a licensed veterinarian or designated State or local authority or agent, stating that the pet has received all inoculations required by State or local law;
2. Statement signed by a licensed veterinarian that the animal is in good health, has no communicable diseases or pests, and, in the case of dogs and cats, is spayed or neutered.
3. Name, address, and phone number of two responsible parties to care for the pet if the owner dies, is incapacitated or unable to care for the pet;
4. Execution of a "*Pet Agreement*" stating that the Resident accepts complete responsibility for the care and cleaning of the pet and acknowledges the applicable rule;
5. Pet must be licensed in accordance with applicable State and local laws and regulations.

Registration will be coordinated with the annual reexamination date. **Approval for the keeping of pet shall not be extended until the requirements specified above have been met, and in no event will approval of other than the common household pets be extended.**

b) Management Disapproval: The Polk County Housing Authority shall refuse to register the pet if:

1. The pet is not a common household pet identified more specifically in this policy;
2. Pet owner fails to provide complete pet registration information or fails annually to update the registration;
3. The PCHA reasonably determines, based on the pet owner's habits and practices, that the pet owner will be unable to keep the pet in compliance with the pet rules and other Dwelling Lease obligations.

c) Standards: Common household pets as outlined below will be permitted under the following guidelines:

1. Dogs:

- Maximum number - one (1);
- Maximum adult weight - twenty-five (25) pounds, however, if a resident becomes in need of a dog for their handicapped assistance, the weight limit will be increased as necessary;
- Must be housebroken;
- Must be spayed or neutered;
- Must have all required inoculations;
- Must wear an appropriately sized muzzle whenever outdoors or when PCHA staff or contractors are present in the unit;
- Must be licensed as specified now or in the future by State law and local ordinance.

2. Cats:

- Maximum number - one (1);
- Maximum adult weight - twenty (20) pounds;
- 
- Must be spayed or neutered;
- Must have all required inoculations;
- Must be trained to use a litter box or other waste receptacle;
- Must be licensed as specified now or in the future by State and local ordinance.

3. Birds:

- Maximum number – one (1) large bird (example: parrot, cockatiel) or two (2) small birds (example parakeet, canary);
- Must be enclosed in cage(s) at all times;
- Must have certificate from licensed veterinarian on a yearly basis that bird(s) is/are free of diseases.

4. Fish:

- Maximum aquarium size - 20 gallons;
- Aquarium must be kept clean.

5. Rodents: (**ONLY** guinea pig, hamster, or gerbil)

- Maximum number - two (2);
- Must be enclosed in cage(s) at all times;
- Cage(s) must be cleaned at least once weekly.

2) PET DEPOSIT:

a) The Resident shall be required to pay to the PCHA a refundable deposit as defined below:

1. Dog, Cat or Large Bird: A refundable deposit of \$200.00 (in addition to the required rent security deposit) will be made for the purpose of defraying any costs directly attributable to the presence of a dog, cat or large bird; plus a \$5.00 per month "pet fee".
2. The refundable deposit shall be paid in either a lump sum or an initial payment of \$100.00 on or prior to the date the pet is properly registered and brought into the Dwelling Unit, and the remaining \$100.00 on the immediate next rent payment date. Noncompliance in payment of remaining \$100.00 will result in removal of pet and Resident.
3. The refundable deposit shall only be remitted to the resident family if the complete conditions of the dwelling lease and all other policies have been met, to include but not limited to; fourteen (14) days written notice to vacate the unit and any offset for repairs or cleaning as a result of the pet have been paid in full.

b) All other allowable pets:

1. A refundable deposit of \$50.00 shall be made for the purpose of defraying all reasonable costs directly attributable to the presence of the pet;
2. The refundable deposit shall be paid in full on or prior to the date the pet is properly registered and brought into the Dwelling Unit.
3. This refundable deposit shall only be remitted to the resident family if the complete conditions of the dwelling lease and all other policies have been met, to include but not limited to; fourteen (14) days written notice to vacate the unit and any offset for repairs or cleaning as a result of the pet have been paid in full.

The Polk County Housing Authority reserves the right to change or increase the required refundable deposit by amendment to this policy.

c) All reasonable expenses incurred by the PCHA as the result of damages directly attributable to the presence of the pet in the complex shall be the responsibility of the Resident;

1. Costs of repairs and replacement to Resident's Dwelling Unit;
2. Fumigation of Resident's Dwelling Unit. Such expenses as a result of an inspection shall be deducted from the refundable Pet Deposit and the Resident shall be billed and owe any balance due.

d) Resident's liability for damages caused by his/her pet is not limited to the amount of the refundable Pet Deposit; and while the Resident is in occupancy, he/she will be required to reimburse the PCHA for the total cost of any/all damages caused by his/her pet;

In the event that a Resident shall fail to promptly pay the PCHA for the cost of any/all damages caused

by his/her pet after being furnished with an itemized invoice of said damages, the Resident shall pay all cost(s) and expenses, including court costs and reasonable attorney(s) fees, in the event legal action is necessary to collect said damages.

3) PET RULES:

- a) Pets must be maintained WITHIN the Resident's Dwelling Unit. When outside the Dwelling Unit dogs must be muzzled, dogs and cats MUST be kept on a leash or carried, and under the control of the Resident or other responsible individual AT ALL TIMES.

The pet must be fed and watered inside the Dwelling Unit; and no pet food or water may be left outside the Dwelling Unit at any time. All "Other Allowable Pets" must remain inside the Dwelling Unit at all times;

- b) Dogs should be walked (always on a leash) and wearing a muzzle curbed away from the buildings, sidewalks, streets and other common walking areas. The leash must be appropriate for the size and weight of the animal and not to exceed six (6) feet in length. Resident must carry a scoop and plastic bag when walking a pet and clean up after pet by placing waste in tied plastic bag and placing bag in a trash container at their residence. Under no circumstances will pets be allowed to urinate/defecate near the shrubbery and/or tree located on the property.
- c) Litter Box Requirements for Cats: Litter from litter boxes shall be disposed of in sealed plastic trash bags and placed on side of street for pickup on normal trash pickup days. Litter shall be changed at least once weekly and waste will be cleaned from box daily. Litter shall NOT be disposed of by being flushed down the toilet. Charges for unclogging the toilet due to the improper disposal of pet waste shall be billed to the Resident. Litter boxes shall be kept INSIDE the Resident's Dwelling Unit at all times.
- d) Residents shall assume sole responsibility for liability arising from any injury sustained by any person attributable to his/her pet.
- e) Resident agrees to control the noise of his/her pet so that such noise does not constitute a nuisance to other Residents or interrupt their peaceful enjoyment of their Dwelling Units. Failure to control pet noise may result in the removal of the pet from the premises.
- f) Any pet that causes bodily injury to any Resident, guest, staff member, or other authorized person on the premises, shall be IMMEDIATELY AND PERMANENTLY REMOVED FROM THE PREMISES WITHOUT PRIOR NOTIFICATION.
- g) Dogs shall never be left unattended in any unit for a period in excess of four (4) hours. Cats shall never be left unattended in any Dwelling Unit for a period in excess of twenty-four (24) hours.
- h) All Residents shall be responsible for adequate care, nutrition, exercise and medical attention of his/her pet. Any animal not being cared for properly will be removed by Management.
- i) Resident must be aware and recognize that other Residents may have chemical sensitivities or allergies related to pets or may be easily frightened and/or disoriented by animals. The Resident agrees to exercise common sense and common courtesy with respect to such other Resident's right to the peaceful and quiet enjoyment of common areas and his/her Dwelling Unit.
- j) Resident shall take adequate precautions to eliminate any pet odors within or around the Dwelling Unit

and to maintain the Dwelling Unit in a sanitary condition at all times.

- k) All dogs and cats must have proper identification as to address of Resident on the collar which is to be worn at all times.
- l) Dogs and Cats must be treated for ticks and fleas.
- m) Visiting pets, as well as pets of visitors/guests are strictly prohibited, with the exception of handicap assistance pets, which must also be certified as such.
- n) Residents are prohibited from feeding or harboring stray animals. The feeding of stray animals shall constitute having a pet without the written permission of the PCHA.
- o) The expense of de-infestation of fleas in the Resident's Dwelling Unit shall be the responsibility of the Resident.
- p) Resident shall not alter his/her Dwelling Unit, patio, or common areas to create an enclosure for his/her pet.
- q) At any time a PCHA staff member enters the dwelling unit with notice, to include maintenance work, all dogs shall be fitted with an appropriate size muzzle, and shall wear such muzzle until the PCHA personnel indicates that the work is complete. All pets must also remain under the resident's control during work and inspections.

#### 4) PET RULE VIOLATIONS:

- a) Violation Notice: If a determination is made, on objective facts supported by written statements, that a Resident has violated rules, written notice will be served on the Resident. The notice shall contain a brief statement of the factual basis for the pet rule(s) alleged to be violated. The notice must also state:
  - 1. That the Resident has five (5) calendar days from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation;
  - 2. That the Resident is entitled to be accompanied by another person of his/her choice at the meeting; and
  - 3. That the Resident's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to seek termination of the Resident's tenancy.
- b) Violation Meeting: If the Resident requests a meeting on a timely basis, the PCHA will establish a mutually agreeable time and place for the meeting. The meeting will be scheduled no later than ten (10) calendar days from the effective date of notice of the pet rule violation. As a result of this meeting, the PCHA may give the Resident additional time to correct the violation, but the PCHA is not required to do so.
- c) Notice for Pet Removal: If the Resident and the PCHA are unable to resolve the violation in the allotted time, the PCHA may serve notice on the Resident at or after the meeting to remove the pet. This notice must:
  - 1. Contain a brief statement of the factual basis for the determination and the pet rule(s) that have been violated;
  - 2. State that the Resident must remove the pet within ten (10) calendar days of the effective date of

service of the notice of pet removal; and

3. State that failure to remove the pet may result in initiation of procedures to terminate the Resident's tenancy.

d) Termination of Tenancy: The PCHA may initiate procedures for termination of the Resident's tenancy based on a pet rule violation if:

1. The Resident has failed to remove the pet or correct a pet rule violation within the applicable time period specified; and
2. The pet rule violation is sufficient to begin procedures to terminate the Resident's tenancy under the terms of the Dwelling Lease and applicable regulations.

e) Pet Removal: If the health or safety of the pet is threatened by the death or incapacity of the Resident or by other factors that render the Resident unable to care for the pet, the procedures identified below will be followed. This includes pets which appear to be poorly cared for or dogs which are left unattended for longer than four (4) hours. The situation will be reported to the responsible party designated by the Resident. If the responsible party/ies is/are unwilling or unable to care for the pet or if the PCHA, despite reasonable efforts, has been unable to contact the responsible party/ies, the PCHA may contact the appropriate State or local authority and request the removal of the pet.

5) RESPONSIBLE PARTIES: The Resident will be required to designate two (2) responsible persons for the care of the pet if the health or safety of the pet is threatened by the death or incapacitation of the Resident, or by other factors that render the Resident unable to care for the pet.

6) INSPECTIONS: The PCHA may, after reasonable notice to the Resident, during reasonable hours, enter and inspect the Dwelling Unit, in addition to other regularly scheduled inspections. The PCHA may enter and inspect the Dwelling Unit if the PCHA has received a complaint alleging that the conduct or condition of the pet in the Dwelling Unit constitutes a nuisance or threat to the health or safety of the occupants of the complex or other persons in the complex or other persons in the community under applicable State or local law.

7) EMERGENCIES:

a) Vicious Animals: The PCHA will be concerned about pets that become vicious or display symptoms of severe illness or demonstrate other behaviors that constitute an immediate threat to the health or safety of the tenancy as a whole. The PCHA will refer these cases to the State or local authority authorized under applicable State or local law to remove these pets who exhibit this behavior.

b) Unit Emergencies: In the event of an emergency which requires response to a Resident's Dwelling Unit by management, maintenance, fire or medical personnel, responding personnel shall not be responsible for locating or returning pets who escape from the Dwelling Unit during the emergency.

c) Building Emergencies: In the event of a building emergency such as fire or flood (but not limited to these particular emergencies), the responding building personnel or outside building personnel (i.e. fire department, managing agent, or others) shall first evacuate Residents and guests/visitors, and then, if possible, pets. The PCHA is not responsible for pets unable to be rescued in the event of such an emergency.

8) HOLD HARMLESS & INDEMNIFICATION: Each resident of the dwelling unit shall hold harmless and indemnify the Polk County Housing Authority, its representatives, agents, employees and contractors from any of the following:

- a) Loss/Injury of a Pet: The Polk County Housing Authority shall not be responsible for the loss or expiration of the life of any pet. During a housing authority unit examination, each and every pet shall be maintained in a cage/kennel or under the resident's control during the inspection or work period. Dogs are required to be muzzled.
- b) Loss/Injury by a Pet: If any other person is harmed or is caused to be harmed by the actions of any pet, the owner/applicant of the pet shall indemnify the Polk County Housing authority, it's representatives, agents, employees and contractors from any and all liability, court costs, attorney fees and any other costs the court deems just and proper. The lessee shall save harmless the Polk County Housing Authority against claims for injuries to persons or property on the premises.

This policy becomes effective immediately upon adoption by the Board of Commissioners of the Polk County Housing Authority.

Adopted by the Board of Commissioners of the Polk County Housing Authority, on  
Tuesday August 7, 2018 by Resolution Number 698.

THE POLK COUNTY HOUSING AUTHORITY

**PET AGREEMENT**

This Pet Agreement, when executed, becomes an attachment to the Dwelling Lease between \_\_\_\_\_ and the Polk County Housing Authority.

I, \_\_\_\_\_, certify that:

I have read and received an explanation and understand the Provisions of the Pet Policy and rules of the Polk County Housing Authority and agree to comply fully with stipulated provisions;

I understand that violation of these rules may constitute cause for the removal of my pet from the premises, and/or termination of my tenancy; and I accept complete responsibility for the care and cleaning of the pet and my Dwelling Unit # \_\_\_\_\_ (Resident's initials).

When required by the Polk County Housing Authority to remove my pet from the premises, for cause, I agree to accomplish this removal and understand that failure to do so may constitute cause for the initiation of an eviction proceeding.

In the event I want to substitute pets, or if the pet is removed from the unit, or if I add another pet, I realize I will have to reapply for approval of the new pet.

I further understand the terms of hold harmless and indemnification to include, but not limited to:

Each family of the dwelling unit shall hold harmless, and indemnify against injury and damage to the Polk County Housing Authority, its representatives, agents, employees and contractors from any of the following:

a. Loss/Injury to a Pet: The PCHA shall not be responsible for the loss or expiration of the life of any pet. During a housing authority unit examination, each and every pet shall be maintained in a cage or locked in a room during the inspection or work period.

b. Loss/Injury by a Pet: If any other person is harmed or is caused to be harmed by the actions of any pet, the owner/applicant of the pet shall indemnify the Housing authority, it's representatives, agents, employees and contractors from any and all liability, court costs, attorney fees and any other costs the court deems just and proper. The lessee shall save harmless the Polk County Housing Authority against claims for injuries to persons or property on the premises.

NAME OF RESIDENT (print): \_\_\_\_\_

ADDRESS (DWELLING UNIT #): \_\_\_\_\_

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

SIGNATURE AND DATE: \_\_\_\_\_ / \_\_\_\_\_

THE ABOVE NAMED HAS READ, UNDERSTOOD, AND SIGNED THESE RULES IN MY PRESENCE:

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

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

SIGNATURE AND DATE: \_\_\_\_\_ / \_\_\_\_\_

EXECUTIVE DIRECTOR OR DESIGNEE: \_\_\_\_\_ / \_\_\_\_\_



THE POLK COUNTY HOUSING AUTHORITY  
509 South Morrow Street  
Mena, AR 71953

**APPLICATION TO HAVE A PET**

1. Resident: \_\_\_\_\_
2. Dwelling Unit #: \_\_\_\_\_ Complex Name: \_\_\_\_\_
3. Date of Current Dwelling Lease: \_\_\_\_\_
4. Description of Pet: \_\_\_\_\_  
Type of Pet: \_\_\_\_\_ Breed: \_\_\_\_\_ Color: \_\_\_\_\_  
Weight: \_\_\_\_\_ Estimated Weight & Height at maturity: \_\_\_\_\_ / \_\_\_\_\_  
Aquarium size (If applicable): \_\_\_\_\_, Type of fish (If applicable): \_\_\_\_\_
5. Name and address of veterinarian: \_\_\_\_\_  
\_\_\_\_\_  
License number: \_\_\_\_\_
6. If dog or cat - date of neutering or spaying: \_\_\_\_\_, \_\_\_\_\_
7. Has your pet lived in rental housing before? / / Yes, / / No. If yes, name and phone number of landlord:  
\_\_\_\_\_
8. Has your pet ever bitten or injured anyone? If so, describe the incident: \_\_\_\_\_  
\_\_\_\_\_

This application must be completed and returned when application is made for the keeping of a pet at the PCHA, along with two (2) affidavits of Pet Owner's Emergency Absence Agreement. Each must be signed and witnessed by two (2) separate people who are willing to immediately care, and be responsible for; your pet in the event of your absence. The signatures must be notarized.

Each resident of the dwelling unit shall hold harmless and indemnify the PCHA, its representatives, agents, employees and contractors from any of the following:

a. Loss/Injury of a Pet: The PCHA shall not be responsible for the loss or expiration of the life of any pet. During a housing authority unit examination, each and every pet shall be maintained in a cage or locked in a room during the inspection or work period.

b. Loss/Injury by a Pet: If any other person is harmed or is caused to be harmed by the actions of any pet, the owner/applicant of the pet shall indemnify the PCHA, it's representatives, agents, employees and contractors from any and all liability, court costs, attorney fees and any other costs the court deems just and proper. The lessee shall save harmless the PCHA against claims for injuries to persons or property on the premises.

**A COLOR PHOTO OF THE PET MUST BE PROVIDED WHEN THIS APPLICATION IS TURNED IN FOR APPROVAL.**

A Veterinarian's Certificate must also be completed by a veterinarian and returned with this application.

THIS IS TO CERTIFY THAT ALL INFORMATION IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND I HAVE READ THE PET POLICY CONTAINING RULES AND REGULATIONS AND FULLY UNDERSTAND THIS CONTRACT. I ACCEPT ALL FINANCIAL RESPONSIBILITY FOR MY PET INCLUDED IN THESE RULES AND REGULATIONS AND ANY/ALL DAMAGES/INJURIES THAT MAY OCCUR BECAUSE OF MY PET.

RESIDENT'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(HOUSING AUTHORITY REPRESENTATIVE)

The Polk County Housing Authority  
509 South Morrow Street  
Mena, AR 71953

**PET OWNER'S EMERGENCY ABSENCE AGREEMENT**

I, \_\_\_\_\_  
(Non-Resident)

will assume immediate and all responsibility for the pet(s) of: \_\_\_\_\_  
(Resident's name)

who resides at: \_\_\_\_\_  
(Name of Complex, Dwelling Unit Number and Street Name)

should an emergency require his/her absence from his/her unit. I also hereby agree to remove the pet from Resident's premises in order to properly care for the pet(s). As the guardian of the pet in the owner's absence, I shall hold harmless and indemnify the Polk County Housing Authority, its representatives, agents, employees and contractors from any of the following:

a. Loss/Injury of a Pet: The Polk County Housing Authority shall not be responsible for the loss or expiration of the life of any pet. During a housing authority unit examination, each and every pet shall be maintained in a cage or locked in a room during the inspection or work period.

b. Loss/Injury by a Pet: If any other person is harmed or is caused to be harmed by the actions of any pet, the owner/applicant of the pet shall indemnify the Polk County Housing Authority, its representatives, agents, employees and contractors from any and all liability, court costs, attorney fees and any other costs the court deems just and proper. The lessee shall save harmless the Polk County Housing Authority against claims for injuries to persons or property on the premises.

1. Name: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_  
(Print Name) (Write Name)

ADDRESS: \_\_\_\_\_  
(Street Address, City, State and Zip Code)

PHONE NUMBER: \_\_\_\_\_ / \_\_\_\_\_  
(Daytime Hours) (Night Time Hours)

Signed this \_\_\_\_\_ Day of (Month/Year) \_\_\_\_\_

## **Acknowledgement**

State of Arkansas

County of Polk

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposed therein contained.

In witness whereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

The Polk County Housing Authority  
509 South Morrow Street  
Mena, AR 71953

**PET OWNER'S EMERGENCY ABSENCE AGREEMENT**

I, \_\_\_\_\_  
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(Resident's name)

who resides at: \_\_\_\_\_  
(Name of Complex, Dwelling Unit Number and Street Name)

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b. Loss/Injury by a Pet: If any other person is harmed or is caused to be harmed by the actions of any pet, the owner/applicant of the pet shall indemnify the Polk County Housing Authority, it's representatives, agents, employees and contractors from any and all liability, court costs, attorney fees and any other costs the court deems just and proper. The lessee shall save harmless the Polk County Housing Authority against claims for injuries to persons or property on the premises.

2. NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_  
(Print Name) (Write Name)

ADDRESS: \_\_\_\_\_  
(Street Address, City, State and Zip Code)

PHONE NUMBER: \_\_\_\_\_ / \_\_\_\_\_  
(Daytime Hours) (Night Time Hours)

Signed this \_\_\_\_\_ Day of (Month/Year) \_\_\_\_\_

**Acknowledgement**

State of Arkansas

County of Polk

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposed therein contained.

In witness whereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

## ATTACHMENT B

### POLK COUNTY HOUSING AUTHORITY (PCHA) UPDATED ASSISTANCE ANIMAL POLICY

#### **Section 1. The PCHA Does Not Discriminate Against Persons With Disabilities, Including Those Needing Assistance Animals.**

The PCHA does not discriminate against individuals with disabilities as defined by the Fair Housing Act of 1968, as amended, and Section 504 of the Rehabilitation Act of 1973. This includes providing reasonable accommodations to the Authority's policies, programs, services, rules, and procedures to permit persons with disabilities to use its housing units and associated common use and public space.

Those applicants or residents whose disabilities require the support of Assistance Animals will be reasonably accommodated in any of the Authority's units, premises, or services once the disability and the need for such Assistance Animal has been established.

#### **Section 2. General Requirements for Assistance Animals.**

- a. For purpose of this Policy:
  - i. An "assistance animal" means an animal that does work, performs tasks, or otherwise benefits a person with a physical or mental disability; and
  - ii. A "licensed health professional" means a person licensed by a public regulatory authority to provide medical care, therapy, or counseling to persons with physical or mental disabilities, including, but not limited to, doctors, physician assistants, psychiatrists, psychologists, or social workers.
- b. A resident with a disability may keep assistance animal in his or her unit by making a request as set forth in this section. A resident requesting to keep an animal must have a disability as defined in section 802 (h) of the Act, 42 U.S.C. 3602 (h), and the need for the animal must relate to that disability.
  - i. If the resident's disability is not obvious, or is not otherwise known to PCHA, the resident must submit a statement from a licensed health professional indicating that the applicant has a physical or mental disability.
  - ii. Further, the resident should provide:
    - (a) Documentation that the animal has been individually trained to do work or perform tasks for the benefit of an individual with a disability; or
    - (b) Documentation that the animal, despite lack of individual training, is able to do work or perform tasks for the benefit of an individual with a disability; or
    - (c) A statement from a licensed health professional indicating the relationship between having an assistance animal and the lessening of the effects of the individual's particular disability.
- c. A resident requesting or keeping assistance animal will not be charged any fee, deposit, or other charge by PCHA for keeping the animal.
- d. The resident must maintain his or her Assistance Animal responsibly and in accordance with the applicable State and local public health, animal control, and animal anti-cruelty laws and regulations and with the policies established in the agency plan for the PCHA. This Assistance Animal Policy incorporates by this reference the various State and local laws governing animals that include inoculating, licensing, and restraints, and provide sufficient flexibility to protect the rights and privileges of other residents. In particular, persons with Assistance Animals shall adhere to the following requirements, which also apply to all other animals residing within the Polk County Housing Authority:

- e. Proof must be furnished that the Assistance Animal is neutered or spayed by the age of 8 months.
- f. The proper authority in the County of Polk must license the Assistance Animal and the owner must furnish proof of license renewal each year at the time of the resident's annual recertification.
- g. The Assistance Animal must wear a collar at all times, if appropriate, showing license, inoculations tag, and name and address of owner.
- h. At the time of admission and each year at the annual recertification, the tenant must show proof that the Assistance Animal has had all inoculations by law.
- i. An Assistance Animal must be on a leash or U- shaped guidance handle at all times when outside the owner's apartment unless it is carried and under control of the resident or other responsible individual.
- j. The Authority will provide a reasonably accessible and available area for exercise of Assistance Animals and the deposit of their waste. While Assistance Animals may accompany their owners, Owners shall not exercise their animals outside the designated areas. Such an area is the lawn of the respective owner and common areas designated by the PCHA. Lawns of other tenants and undesignated areas of the PCHA property will not be used to exercise or curb Assistance Animals. Owners shall be responsible for properly cleaning up after their Assistance Animal and removing and properly disposing of all removable waste from their animal.
- k. In the event of emergency or building evacuations, it is not the responsibility of the PCHA to remove the animal.
- l. The Assistance Animal owner is required to reimburse the PCHA for the amount of the real cost of any and all damages caused by his/her animal. The assessment of damages caused by an Assistance Animal shall be made only to the extent it is PCHA's ordinary practice to assess tenants for any damages they cause to the premises.
- m. If an Assistance Animal poses a direct threat to other residents, Authority personnel, guests or invitees of residents, Authority property, or property of others, and that threat cannot be eliminated or mitigated by the individual to the Authority's reasonable satisfaction, the Authority may exclude the specific Assistance Animal from its housing and the associated common use or public space. A direct threat of harm is a reasonably likely risk of harm to others or of significant physical damage to Authority property or that of others. That determination by the Authority will be based upon an assessment that relies on reliable, objective evidence about the specific animal.
- n. Residents must ensure that assistance animals do not pose a direct threat to the health or safety of others, or cause substantial physical damage to the development, dwelling unit, or property of other residents. When a resident's care or handling of an assistance animal violates these policies, PCHA will consider whether the violation could be reduced or eliminated by a reasonable accommodation. If the PCHA determines that no such accommodation can be made, the PCHA may withdraw the approval of a particular assistance animal.
- o. If any of these requirements poses a particular hardship for a tenant with an Assistance Animal, the tenant may seek a reasonable accommodation from the housing authority to alleviate that hardship.

Adopted May 6, 2010

Board Resolution Number 469