

CHAPTER 9 PART 2 ASSISTANCE ANIMAL POLICY

SERVICE AND ASSISTANCE ANIMAL

Service and assistance animals are allowed in all public housing facilities. Residents must ensure service and 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.

For an animal to be excluded from the pet policy and be considered a service or assistance animal, the person seeking to use and live with the animal must have a disability; and the person seeking to use and live with the animal must have a disability-related need for the service or assistance the animal provides.

For an animal to be excluded from the pet policy and be considered an assistance animal, there must be a person with disabilities in the household, and the family must request a reasonable accommodation. The Shelton Housing Authority approves reasonable accommodations request prior to the animal entering the unit.

To show that a requested accommodation may be necessary, there must be an identifiable relationship, or nexus, between the requested accommodation and the person's disability.

The Shelton Housing Authority will verify the existence of the disability and the need for the accommodation if either is not readily apparent. Accordingly, persons seeking a reasonable accommodation for an emotional support animal will be required to provide documentation from a physician, psychiatrist, social worker, or another mental health professional that the animal provides support that alleviates at least one of the identified symptoms or effects the current disability.

In addition, the Shelton Housing Authority is not required to provide any reasonable accommodation that would pose a direct threat to the health or safety of others. Thus, if the particular animal requested by the individual with a disability has a history of dangerous behavior, we will not accept the animal into our housing. Moreover, we are not required to make a reasonable accommodation if the presence of the assistance animal would (1) result in substantial physical damage to the property of others unless the threat can be eliminated or significantly reduced by a reasonable accommodation; (2) pose an undue financial and administrative burden; or (3) fundamentally alter the nature of the provider's operations.

1. APPROVAL

Residents must have the prior written approval of the Housing Authority before moving a pet into their unit. Residents must complete a reasonable accommodation request and have

a letter for an assistance animal from a local medical professional. Residents must give the Housing Authority a picture of the pet so it can be identified.

2. INOCULATIONS

To be registered, pets must be appropriately inoculated against rabies, distemper, and other conditions prescribed by state and local ordinances. They must comply with all other state and local public health, animal control, and anti-cruelty laws, including any licensing requirements. A certification signed by a licensed veterinarian shall be annually filed (at Annual Recertification) with the Shelton Housing Authority to attest to the inoculations.

3. FINANCIAL OBLIGATION OF RESIDENTS

Any resident who owns or keeps an assistance animal in their dwelling unit will be required to pay for any damages caused by the animal. Also, any pet-related insect infestation in the owner's unit will be the owner's financial responsibility, and the Shelton Housing Authority reserves the right to exterminate and charge the resident.

4. NUISANCE OR THREAT TO HEALTH OR SAFETY

The assistance animal and its living quarters must be maintained to prevent odors and any other unsanitary conditions in the owner's unit and surrounding areas.

The assistance animal must be maintained in a healthy condition, being bathed, and groomed as necessary for the health of the animal.

Repeated, substantiated complaints by neighbors or Shelton Housing Authority personnel regarding assistance animals disturbing the peace of neighbors through noise, odor, animal waste, or any other nuisance may result in the owner having to remove the animal or move him/herself.

Assistance animals who make noise continuously and/or incessantly for ten (10) minutes or intermittently for one-half hour or more to the disturbance of any person at any time of day or night shall be considered a nuisance.

5. REGISTRATION

All assistance animals must be registered at the following events:

- Initial occupancy of tenant or assistance animal

- At annual reexamination

- At a change in assistance animal status

Registration forms are attached to this policy.

6. DESIGNATION OF PET AREAS

Assistance animals must always be kept in the owner's apartment or on a leash when outside the unit (no outdoor cages, no dog runs, no open pens, no dog houses may be constructed). No assistance animal, at any time, shall be permitted to run loose. "Run loose" shall be defined as: "Not being attached to a device which is held by or attached to the assistance animal owner, or the owner's designated responsible person, by which that person can fully control the assistance animal's actions. It shall not be permitted at any time for any person to place upon or attach to the exterior of any SHA property, any item that will accommodate, protect, or secure any assistance animal. Assistance animal owners must clean up after their animals and are responsible for disposing of waste.

7. MISCELLANEOUS RULES

Assistance animals may not be left unattended in a dwelling unit for over ten (10) hours. If the assistance animal is left alone and no arrangements have been made for its care, the SHA will have the right to enter the premises and take the uncared-for animal to be boarded at a local animal care facility at the total expense of the resident.

Assistance animal bedding shall not be washed in any common laundry facilities.

Residents must take appropriate actions to protect their animals from fleas and ticks.

All dogs and cats must wear a tag bearing the resident's name and phone number and the date of the latest rabies inoculation.

Assistance animals cannot be kept, bred, or used for any commercial purpose.

Damage to yards such as holes and droppings shall be tenant responsibility and SHA will charge accordingly.

Residents owning cats shall maintain waterproof litter boxes for cat waste. Refuse from litter boxes shall not accumulate or become unsightly or unsanitary. Litter shall be disposed of appropriately. Litter shall not be disposed of in toilets or sinks.

An assistance animal owner shall physically control or confine their animal during the times when Shelton Housing Authority employees, agents of the Housing Authority, or others must enter the animal owner's apartment to conduct business, provide services, enforce lease terms, etc.

If an assistance animal causes harm to any person, the assistance animal's owner shall be required to permanently remove the pet from the SHA's property within twenty-four (24)

hours of written notice from the Housing Authority. The animal owner may also be subject to termination of their dwelling lease.

An assistance animal owner who violates any other conditions of this policy may be required to remove their animal from the development within ten (10) calendar days of written notice from the Shelton Housing Authority. The animal owner may also be subject to termination of their dwelling lease.

The Shelton Housing Authority's grievance procedures shall apply to all individual grievances or disputes arising out of violations or alleged violations of this policy.

REMOVAL OF ASSISTANCE ANIMALS

The Shelton Housing Authority, or an appropriate community authority, shall require the removal of any assistance animal from a project if the animal's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the project or of other persons in the community where the project is located.

In the event of illness or death of a animal owner, or in the case of an emergency which would prevent the animal owner from adequately caring for the animal, the Shelton Housing Authority has permission to call the emergency caregiver designated by the resident or the local Animal Law Enforcement Agency to take the animal and care for it until family or friends would claim the animal and assume responsibility for it. Any expenses incurred will be the responsibility of the animal owner.

(Signature of Head of Household)

(Date)

(Signature of Spouse/Other Adult)

(Date)

(Signature of SHA Representative)

(Date)