

CHAPTER 16
ASSISTANCE AND SERVICE ANIMAL POLICY

A. OVERVIEW

This policy establishes standards for the care of assistance animals and situations under which the Housing Authority of Prince George's County (HAPGC) may deny or revoke permission related to assistance animals. The rules adopted are related to the legitimate business interests and operating needs of HAPGC to provide a decent, safe, and sanitary living environment for all tenants, to protect and preserve the physical condition of the property as well as financial interests of HAPGC.

The HAPGC and property managers will make reasonable accommodations for qualified persons with disabilities who are in need of an assistance animal that will provide the person with a disability meaningful access to the program or remove a barrier to equal opportunity to enjoy the housing provided.

Assistance animals that are needed as a reasonable accommodation for persons with disabilities are not considered pets and are excluded from certain Pet Policy in accordance with 24 CFR Part 5, Subpart C 5.303: Exclusion for Animals that Assist, Support, or Provide Service to Persons with Disabilities.

Qualified residents with disabilities who have an assistance animal are required to comply with all other parts of the HAPGC Pet Policy, including but not limited to, documentation that their animals are healthy and have received all legally-required inoculations. In addition, persons with disabilities must be able to care for their animals, keep them and their units in a safe and healthy condition, and be responsible for any damage, beyond reasonable wear and tear caused by their assistance animal.

Owners of assistance animals must meet these requirements on their own or as part of a reasonable accommodation, with assistance from some source other than the HAPGC.

A reasonable accommodation request for an exemption to any part of the HAPGC Pet Policy may be made at any time. Such request will be evaluated and may require supporting documentation from a knowledgeable professional. Approved assistance animals are still subject to all applicable provisions of HAPGC's Pet Policy. **HAPGC acknowledges that each county jurisdiction is guided by its own animal control & public health laws. HAPGC is also governed locally in accordance with Prince George County's Animal Control ordinance. Where local laws conflict with policies guided by the Fair housing act and Section 504 of the Americans w/disabilities act, HAPGC will follow federal guidance.**

The resident and applicants shall furnish the HAPGC with information upon applicant qualification to the status of the animal, the need for the animal, and other information outlined in this policy.

B. 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 emotional 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 or has caused substantial physical damage to the property of others;

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- The presence of the assistance animal would pose an undue financial and administrative burden to the HAPGC; or
- The presence of the assistance animal would fundamentally alter the nature of HAPGC 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 or her need for the animal.

The Housing Authority of Prince George's County 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 person must maintain and care for the assistance animal on his or her own or with the help of family, friends, volunteers, or service providers. As with all other disability-related inquiries, 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 from a knowledgeable professional.

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.

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 ADA. An individual's use of a service animal must 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 HAPGC shall not ask about the nature or extent of a person's disability but may make two inquiries to determine whether an animal qualifies as a service animal. The HAPGC 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 HAPGC shall not require documentation, such as proof that the animal has been certified, trained, or licensed as a service animal.

The HAPGC 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 service animal's actual conduct – not on fears, stereotypes, or generalizations.

C. REGISTRATION

Residents must register their assistance animals with property management and receive approval before the assistance animal is brought onto the premises. A resident may request a reasonable accommodation either before or after acquiring the assistance animal. At the time of registration, the resident must submit the following completed documents to the HAPGC Rental Assistance Division:

1. Evidence that the assistance animal has received current rabies and distemper inoculations or booster, as applicable with Prince George County Animal Control ordinances.
2. For assistance animal(s), the resident must provide proof that the animal is spayed/neutered or a letter from a veterinarian or Administrator giving a medical reason why the procedure cannot be performed.
3. A current license issued by the appropriate authority, if applicable by local or state order or law.
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 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 registered assistance animals on the premises shall comply with the following rules. Failure to comply may constitute a lease violation and any remedy under the HAPGC Tenant Lease, ACOP, or law may apply:

1. Assistance animal(s) must be licensed/registered yearly with the local government.]
2. For assistance animal(s), the resident must provide proof that the animal is spayed/neutered or a letter from a veterinarian giving a medical reason why the procedure cannot be performed.
3. No animal shall be permitted to be loose in yards or any common areas of the Housing Authority properties or kept in storage buildings. No animal shall be tied outside or left unattended. Animals that are not properly restrained may be controlled and taken to the proper authorities. Prompt notice will be given to the Resident or left at the Resident's address if the Resident is not home.

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4. When taken outside the unit, animals must be kept on a leash and controlled by an adult. For animals for which a leash is not used, appropriate animal transport containers are required.
5. Residents must restrain assistance animals, as required, when the Housing Authority maintenance workers enter their apartment to perform work orders, during inspections, and when any contractor of the Housing Authority requires entry into their apartment. The Resident shall either be at home or shall have all animals restrained or caged. If a maintenance person enters an apartment where an animal is not leashed or otherwise controlled, maintenance shall not be performed, and Resident shall be advised of the reason maintenance could not be performed. If this same situation occurs, more than three times in a year, the assistance animal at the Housing Authority's discretion may need to be removed from the unit so maintenance work can be completed. Assistance animals that are not properly restrained may be controlled by Housing Authority staff or its agent and taken to the proper authorities. Prompt notice will be given to the Resident or left at the Resident's address if the Resident is not home. The Housing Authority shall not be responsible if any animal escapes from the residence due to maintenance, inspections, or other activities of the Housing Authority. No work will be done in a unit where an assistance animal is housed unless the resident is at home to control the assistance animal.
6. Birds must be confined to a cage at all times.
7. Aquariums must be placed in a safe location in the unit and maintained in a safe and non-hazardous manner.
8. 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.
9. Residents are 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.
10. Residents must provide waterproof and leak proof litter boxes for cat, bird, or other animal 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. Litter may not be deposited in sinks, tubs, or toilets.
11. 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. Such measures shall include, but are not limited to, regular and frequent disposal of animal waste in a plastic sack and placement in a container outside the building/apartment and washing of floors and surfaces where animal waste occurs.
12. 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 State Law and pertinent local ordinances. The Housing Authority accepts no responsibility for the animal under such circumstances.

13. Residents shall not alter their unit or yard in any manner in order to create an enclosure for any assistance animal.
14. Residents are responsible for all damages caused by their assistance animals, including the cost of cleaning and replacing finishes, flooring, and/or fumigation of the unit or units.
15. If an animal should become destructive, create a nuisance; represent a threat to the safety and security of other residents, Housing Authority staff or contractor's 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 immediate 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. Provided, 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.
16. 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.
17. Should any assistance animal housed by a resident give birth to a litter, the resident shall remove newborn animals from the premises.
18. Residents should register their assistance animals with property management and receive approval before the assistance animal is brought onto the premises. As part of the registration process, residents should identify an alternate custodian for assistance animals in the event of resident illness or other absence from the dwelling unit.
19. Maintaining an assistance animal in a facility owned and/or operated by the Housing Authority shall be subject to the rules herein. Permission to have an assistance animal 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.
20. No assistance animal shall be allowed in an apartment prior to the full compliance with the term of this Assistance & Service Animal Policy. Such violation shall be considered a violation of the Lease. Failure to provide timely proof of current license and/or vaccination(s) shall require the immediate removal of the assistance animal until the requisite proof is provided to HAPGC. A resident may request a reasonable accommodation either before or after acquiring the assistance animal. An accommodation also may be requested after HAPGC seeks to terminate the resident's lease or tenancy because of the animal's presence, although such timing may create an inference against good faith on the part of the person seeking a reasonable accommodation. Under the Fair Housing Act, a person with a disability may make a reasonable accommodation request at any time, and HAPGC must consider the reasonable accommodation request even if the resident made the request after bringing the animal into the housing.

21. In the event of the 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.
22. Residents must ensure that the assistance animal does not cause an infestation of insects such as fleas and ticks. Where this occurs, residents are responsible for contracting the services of a professional pest control company to eradicate the infestation.
23. Residents must ensure that the assistance animal is properly cared for and fed. Animal cruelty by a resident or guest of the household may be a lease violation and any remedy allowed by HAPGC Tenant Lease, ACOP, or law applied.
24. If the resident for whom the assistance animal leaves the household permanently or for an extended period of time, the assistance animal shall be removed from the home.

D. PET DEPOSITS

A deposit will not be charged for assistance animals; however, the HAPGC 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.

E. GRIEVANCE RIGHTS

Any action or decision under this policy shall be subject to the Housing Authority’s policy regarding grievance rights.