

# Assistance Animal Rules

## Table of Contents

<b>INTRODUCTION .....</b>	<b>2</b>
<b>DEFINITIONS.....</b>	<b>2</b>
<b>ASSISTANCE ANIMALS .....</b>	<b>3</b>
<b>VERIFICATION OF THE NEED FOR AN ASSISTANCE ANIMAL.....</b>	<b>4</b>
<b>CALIFORNIA STATE LAW .....</b>	<b>4</b>
<b>REGISTRATION .....</b>	<b>5</b>
<b>ANIMAL RESTRAINTS/BEHAVIOR.....</b>	<b>5</b>
<b>SANITARY STANDARDS .....</b>	<b>6</b>
<b>DEPOSITS .....</b>	<b>6</b>
<b>DAMAGES.....</b>	<b>6</b>
<b>RESPONSIBILITIES OF PERSONS WITH ASSISTANCE ANIMALS .....</b>	<b>6</b>
HEALTH, VETERINARY CARE AND INOCULATIONS .....	6
NEGLECT OR POOR HEALTH .....	6
LICENSING .....	7
GAMING AND/OR ABUSE.....	7
OTHER CONDITIONS .....	7
<b>REMOVAL OF ANIMALS .....</b>	<b>7</b>
ABANDONMENT .....	7
UNCLEANLINESS .....	8
UNSUPERVISED ANIMALS .....	8
AGGRESSIVE BEHAVIOR OR JUMPING .....	8
DISRUPTIVE BEHAVIOR.....	8
DEATH, INCARCERATION, HOSPITALIZATION OR ABANDONMENT OF THE UNIT BY A SOLE HOUSEHOLD MEMBER.....	8
NOTICE OF ANIMAL REMOVAL .....	8
<b>AREAS OFF LIMITS TO ALL ANIMALS.....</b>	<b>9</b>
<b>REQUIREMENTS FOR STAFF, RESIDENTS, AND OTHER MEMBERS OF THE COMMUNITY IN RELATION TO ASSISTANCE ANIMALS.....</b>	<b>9</b>
<b>CONFLICTING DISABILITIES.....</b>	<b>9</b>
<b>MEDICAL EXPENSE DEDUCTION .....</b>	<b>9</b>
<b>PROCEDURES WHEN ASSISTANCE ANIMAL RULES ARE VIOLATED.....</b>	<b>9</b>



# Assistance Animal Rules

## **INTRODUCTION**

The owner/agent has established Assistance Animal Rules to ensure the community is maintained in a decent, safe and sanitary manner and that all residents are allowed to live in peace and quiet comfort. These Assistance Animal Rules are considered an attachment to the lease. These rules are applicable to families who have been granted a reasonable accommodation request to house an assistance animal.

**All animals, including assistance animals, must be approved and registered before the animal is allowed to live in the unit.**

## **DEFINITIONS**

**Reasonable Accommodation:** A reasonable accommodation is a change, exception, or adjustment to a program, service, building, or dwelling unit that will allow a qualified person with a disability to:

- 1) Participate fully in a program;
- 2) Take advantage of a service;
- 3) Live in a dwelling

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

When a family member requires an accessible feature(s), policy modification, or other reasonable accommodation to accommodate a disability, the owner must provide the requested accommodation unless doing so would result in a fundamental alteration in the nature of the program or an undue financial and administrative burden. A fundamental alteration is a modification that is so significant that it alters the essential nature of the provider's operations.

**Disability:** "Disability" is defined as a physical or mental condition or impairment that is medically cognizable, diagnosable, and substantially limits one or more of a person's major life activities. HUD's definition specifically is as follows: For reasonable accommodation and modification purposes, HUD defines a person as disabled if he or she has at least **one** of the following:

- A physical or mental condition that "*substantially limits*" one or more "*major life activities*"; or
- A record of such a condition; or
- Is regarded as having such a condition

**Pet:** A pet is an animal kept for ordinary enjoyment and companionship. A pet is not considered an assistance animal (service animal or a therapy/emotional support animal).

**Service Animal:** 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 revised regulations specify that "the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purposes of this definition. Thus, trained dogs are the only species of animal that may qualify as service animals under the ADA (there is a separate provision regarding trained miniature horses), and emotional support animals are expressly precluded from qualifying as service animals under the ADA.



## Assistance Animal Rules

In the context of housing, a broader term is used. The broader term used in housing is “assistance animal.” An assistance animal is “an animal that works, provides assistance, or performs tasks for the benefit of the person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a persons’ disability.”

This means that, in addition to service animals, emotional support animals and animals that provide some type of disability-related assistance are permitted as a reasonable accommodation in housing. Also, assistance animals can be any type of animal, not just a dog or miniature horse.

**Companion Animal:** A companion animal (also known as a therapy animal or emotional support animal) is an animal selected to play an integral part of a person’s treatment process. A companion animal may be incorporated into a treatment process to assist in alleviating the symptoms of that individual’s disability. Unlike a service animal, a companion animal does not assist a person with a disability with activities of daily living, nor does it accompany a person with a disability at all the times. This treatment usually occurs within the person’s residence and therefore may be considered for access to housing.

**Assistance Animals:** In the context of housing, a broader term is used. The broader term used in housing is “assistance animal.” An assistance animal is “an animal that works, provides assistance, or performs tasks for the benefit of the person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a persons’ disability.” This means that, in addition to service animals, emotional support animals and animals that provide some type of disability-related assistance are permitted as a reasonable accommodation in housing. Also, assistance animals can be any type of animal, not just a dog or miniature horse.

For the purpose of this document, both service animals and companion animals will be referred to as *assistance animals*.

### **ASSISTANCE ANIMALS**

In accordance with the Fair Housing Amendment Act of 1988 (FHAA), Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 (ADA), the owner/agent seeks to accommodate persons with disabilities who require the assistance of an assistance animal.

Under the Fair Housing Amendment Act, Section 504 and comparable state laws, assistance animals may be allowed to accompany individuals in housing as a reasonable accommodation if, and only if, the person requesting the accommodation has a disability or someone is making the request for a person with a disability.

The owner/agent is committed to reasonably accommodate persons with disabilities who require the assistance or presence of an animal. However, the owner/agent is also mindful of the health and safety concerns of all of the residents.

Thus, the owner/agent must balance the needs of the individual with the disability with the potential impact of animals on other residents. The successful implementation of the policy requires the cooperation of all residents and staff.



## Assistance Animal Rules

### **VERIFICATION OF THE NEED FOR AN ASSISTANCE ANIMAL**

Processing a request for an assistance animal is done in accordance with the owner/agents reasonable accommodation and modification policy and with requirements set forth by HUD and the Department of Justice.

A person requesting an assistance animal must provide the owner/agent with a request for a reasonable accommodation if the resident would like the owner/agent to waive any pet rules or restrictions (e.g. pet deposit, size restriction, etc.). It is preferred that the request is made in writing, but the owner/agent will accept the request in any equally effective format.

If a resident wishes to register an assistance animal, the owner/agent must verify the disability and/or need in compliance with guidance provided by HUD and the Department of Justice. If the disability is not obvious or previously known, the owner/agent will verify, with a licensed medical professional, that there is 1) the presence of a disability and 2) the need for an assistance animal. When the disability must be verified, the owner/agent will request the following:

- 1) The provider's professional opinion that the condition qualifies as a disability under federal law
- 2) The provider's opinion that the assistance animal has been prescribed for treatment purposes and is necessary to help alleviate symptoms associated with the person's condition and/or to help the person use and enjoy the property and its services.
- 3) The provider's professional opinion that the assistance animal is necessary to use and enjoy the property and services.
- 4) The provider's description of what service(s) the animal will provide to establish a nexus (if the nexus is not obvious or previously known).

The owner/agent will process the request as quickly as possible, and will respond, in writing, within ten (10) business days after receiving all documentation from the resident and/or the verifier. The owner/agent will respond in an equally effective manner if necessary.

If the request for the assistance animal is denied, the resident has the right to request an appeal meeting. The request must be made within ten (10) business days of the date of the notification of denial. If requested by the applicant/resident or the applicant/resident's representative, the meeting will be conducted by a person who was not involved in the original decision to deny.

### **CALIFORNIA STATE LAW**

Any person who knowingly and fraudulently represents himself or herself, through verbal or written notice, to be the owner or trainer of any canine licensed/qualified/identified as a guide, signal, or service dog shall be guilty of a misdemeanor punishable by imprisonment in the county jail not exceeding 6 months, by a fine not exceeding \$1,000, or by both fine and imprisonment.



## Assistance Animal Rules

### **REGISTRATION**

All applicants/residents must register their assistance animals with the owner/agent **before** allowing the animal to live in the unit. The applicant/resident must update the registration at least annually during the annual certification process. The registration will include:

- 1) A certificate signed by a licensed veterinarian or a state or local authority empowered to inoculate animals (or designated agent of such an authority) stating that the animal has received all inoculations required by applicable state and local law
- 2) Information sufficient to identify the assistance animal
- 3) The name, address, and phone number of one or more responsible parties who will care for the assistance animal if the resident is hospitalized, dies, is incapacitated, is incarcerated or is otherwise unable to care for the animal

The owner/agent may refuse to register an assistance animal if:

- The animal owner fails to provide complete registration information
- The owner/agent has documented information that indicates, based on the resident's habits and practices, that the resident will be unable to keep the animal in compliance with the rules or/and other lease obligations
- The animal poses a threat to the health or safety of other residents, guests, vendors, service providers or property staff
- The animal would interfere with other residents' peaceful enjoyment of the property
- The presence of the animal would change the nature of the program or cause undue financial and administrative burden
- The resident has a history of animal neglect or abuse

The owner/agent will notify the resident if the owner/agent intends to refuse to register an assistance animal. The notice shall state the basis for the action and shall be served on the resident/applicant.

### **ANIMAL RESTRAINTS/BEHAVIOR**

The resident is required to maintain control of the animal at all times.

Animals must be caged or on a leash, if appropriate for the animal, unless the animal is within the confines of the resident's unit. This rule will not apply if such restraint would hinder the animals' ability to perform required services.

Animals must not be allowed to jump on, impede or otherwise limit any property staff, vendor, resident or guest's use of the property including public and common areas.

Unattended animals will not be allowed outside the apartment at any time. All animals must be under the control of a responsible individual while on the public and common areas of the property.

Animals are not permitted to be "penned" or "caged" on balconies or patios (if applicable) during the night or while the resident is away from the apartment. No screening, fencing, etc., may be added to any balcony/patio area or to the property grounds. Animals may not be leashed or tied to any interior or exterior building fixture at any time.

Animals must not be allowed to make noise that would disturb other residents.

No animal that bites, attacks, or demonstrates other aggressive behavior towards humans or other animals may be kept on the premises.



## Assistance Animal Rules

### **SANITARY STANDARDS**

The owner/agent has designated areas on the project premises for animal exercise and the deposit of animal waste. Residents and their guests are forbidden from permitting their animals to deposit waste on the project premises outside the designated areas. Any instances where urine and/or feces are deposited in other areas will be considered damage to the property.

Assistance animal owners must remove and properly dispose of all removable animal waste. Failure to do so is considered a minor lease violation. Three or more instances of minor lease violations may result in additional penalties up to and including termination of tenancy (eviction).

In the case of cats and other assistance animals using litter boxes or kept in cages, the owner/agent requires pet and assistance animal owners to change the litter and/or clean cages at least twice a week. Products that are commonly used to houstrain assistance animals must be disposed of daily.

The resident household will be charged a waste removal penalty of up to \$5 per occurrence for failure to comply with rules regarding sanitary standards.

### **DEPOSITS**

Residents who qualify for an assistance animal **will not** be required to pay a pet deposit for that animal since it is not considered a “pet”.

### **DAMAGES**

Owners of assistance animals are solely responsible for any damage to persons or property caused by their animals. Costs to repair damages may be assessed at any time and are due within thirty (30) days of invoice/charge.

### **RESPONSIBILITIES OF PERSONS WITH ASSISTANCE ANIMALS**

Care and supervision of the assistance animal is the responsibility of the animal owner.

### ***HEALTH, VETERINARY CARE AND INOCULATIONS***

For dogs, cats and other animals as appropriate, applicants and/or residents will be required to provide a current “Animal Health Record” provided by a licensed veterinarian.

Residents will be required to provide a current “Animal Health Record” at least annually at each certification. Animal owners must have record of inoculation in accordance with state and local laws. As appropriate, animals must have current vaccination against rabies and wear a rabies vaccination tag. If it is discovered that the animals does not have proper vaccinations, the resident will have ten (10) business days to remedy the situation or remove the animal.

### ***NEGLECT OR POOR HEALTH***

Animals that are ill or in poor health must not be taken into common or public areas. An owner with an ill animal may be required to remove the animal from the property.

If an animal appears to be neglected, animal control may be contacted to determine the need for removal.



## Assistance Animal Rules

### **LICENSING**

Resident will be required to provide proof of current compliance with County of Mendocino and City of Ukiah animal licensing requirements.

### **GAMING AND/OR ABUSE**

Animals involved in gaming (cockfighting, dogfights, etc.) are victims of abuse and local animal control agencies and law enforcement (as appropriate) will be contacted to investigate any suspected instances of gaming and/or other abuse.

### **OTHER CONDITIONS**

The owner/agent may place other reasonable conditions or restrictions on the animals depending on the nature and characteristics of the animal.

### **REMOVAL OF ANIMALS**

The owner/agent may exclude or remove any animal from the premises, including an assistance animal, if:

- The animal is out of control and the animal's handler does not take effective action to control it;
- The animal is not housebroken; or
- The animal's behavior poses a direct threat to the health and safety of others.

If an assistance animal is excluded or removed for being a direct threat to others, the resident has the option of continuing access to common or public areas without the assistance animal.

A resident may be required to remove their animal from the property if the resident fails to comply with this policy.

If the resident fails to remove the animal in accordance with the notice from the owner/agent, the owner/agent reserves the right to contact a local animal control organization to have them remove the animal. The owner/agent is not responsible for the care or return of the animal.

Reasons to remove an assistance animal include, but are not limited to:

### **ABANDONMENT**

Dogs may not be left unattended in an apartment for more than a twenty-four (24) hour period. The animal owner must arrange for the dog to be taken out of the unit for exercise. The dog owner must arrange for someone to care for the dog and ensure that the dog does not defecate or urinate in the apartment, on balconies or in public or common areas. Dogs and cats will be required to be boarded, off the premises, when the owner(s) is/are absent for a period longer than twenty-four (24) hours.

When an owner is absent, animals may be attended to in the animal owner's apartment by other individuals only when prior written approval has been provided. The owner/agent **will not** accept responsibility for providing access to the apartment for this purpose.

Animals found unattended in excess of the twenty-four (24) hour period will be removed from the premises to either the documented alternative guardian listed in the animal's registration. If the alternative guardian cannot assume immediate responsibility for the animal, the animal will be placed in the care of a local animal control organization. The owner/agent is not responsible for the care



## Assistance Animal Rules

or return of the animal.

### **UNCLEANLINESS**

If an animal is caged or crated, that cage or crate must be kept in a decent, safe and sanitary manner and must be of the appropriate size for the animal. Animal owners who fail to properly clean up and dispose of the animal's waste may be required to remove the animal from the property. If the presence of the animal or actions of the animal owner causes unsanitary conditions in the unit or in any public or common area, the animal may be removed.

### **UNSUPERVISED ANIMALS**

Animals that are allowed outside an apartment without proper supervision or restraints, as outlined in the policy, will be removed and will not be allowed to return.

### **AGGRESSIVE BEHAVIOR OR JUMPING**

If an animal bites or jumps on people, the resident agrees to take proper steps to restrain the animal. Multiple reports of such incidences will result in a requirement to restrict access or remove the animal from the property. Removal will be considered if the animal bites or jumps on other residents, property staff, guests, vendors, service providers.

### **DISRUPTIVE BEHAVIOR**

The resident agrees to immediately remove the animal if its behavior is unruly or disruptive (e.g., barking, growling, running around, or displaying aggressive behavior). The animal may not prevent other residents from living on the community in peace and quiet comfort.

### **DEATH, INCARCERATION, HOSPITALIZATION OR ABANDONMENT OF THE UNIT BY A SOLE HOUSEHOLD MEMBER**

If the owner/agent discovers that the sole household member has died, been incarcerated, has been hospitalized or has abandoned the unit, the animal will be removed from the premises either to the documented alternative guardian listed in the animal's registration. If the alternative guardian cannot assume immediate responsibility for the animal, the animal will be placed in the care of a local animal control organization. The owner/agent is not responsible for the care or return of the animal.

### **NOTICE OF ANIMAL REMOVAL**

A property owner will issue a notice for the removal of the animal if:

- The animal owner and property owner are unable to resolve the assistance animal rule violation at the meeting; or
- It is determined that the animal owner has failed to correct the assistance animal rule violation.

### **Initiation of procedures to terminate an animal owner's tenancy.**

The owner will not initiate procedures to terminate an animal owner's tenancy based on an assistance animal rule violation, unless:

- The animal owner has failed to remove the animal or correct an assistance animal rule violation within the applicable time period; and
- The assistance animal rule violation is sufficient to begin procedures to terminate the animal owner's tenancy under the terms of the lease and applicable regulations.

The property owner may initiate procedures at any time in accordance with the provision of applicable state or local laws.





## Assistance Animal Rules

### **AREAS OFF LIMITS TO ALL ANIMALS**

The owner/agent may prohibit animals in certain locations due to health and safety restrictions (e.g. where the animals may be in danger, or where their use may interfere with management).

Restricted areas may include, but are not limited to, the following areas: food preparation areas, custodial closets, boiler rooms, facility equipment rooms, areas where protective clothing is necessary, wood, and metal shops, motor pools, and rooms with heavy machinery.

Exceptions to this rule may be granted on a case-by-case basis by contacting the owner/agent.

### **REQUIREMENTS FOR STAFF, RESIDENTS, AND OTHER MEMBERS OF THE COMMUNITY IN RELATION TO ASSISTANCE ANIMALS**

Members of the community are required to abide by the following practices:

- 1) Do not touch or pet an assistance animal unless invited to do so
- 2) Do not feed an assistance animal
- 3) Do not deliberately startle an assistance animal
- 4) Do not separate or attempt to separate an owner from his or her assistance animal
- 5) Do not inquire for details about a person's disabilities. The nature of a person's disability is a private matter.

### **CONFLICTING DISABILITIES**

Residents with medical condition(s) that are affected by animals (respiratory diseases, asthma, severe allergies) should contact the owner/agent if they have a health or safety related concern about exposure to an animal. The individual will be asked to provide medical verification.

The owner/agent will resolve any conflict in a timely manner, considering the conflicting needs and/or accommodations of all persons involved.

### **MEDICAL EXPENSE DEDUCTION**

Assistance animals are not considered "pets" and can be treated as an auxiliary aid to offset one or more symptoms or side-effects of a disability. The expenses incurred for the upkeep of the animal is considered a medical expense for those families who qualify for such a deduction.

If the family is qualified as a disabled family or an elderly family (using HUD's definition provided in HH 4350.3 R1), residents may provide documents necessary to verify the expenses for upkeep. Such expenses include but are not limited to:

- Grooming
- Food
- Veterinary Care

Toys, treats, clothes, etc. are considered optional items and are not included as a medical expense. In accordance with HUD requirements, the owner/agent will make the final determination regarding reasonable expenses.

### **PROCEDURES WHEN ASSISTANCE ANIMAL RULES ARE VIOLATED**

If an assistance animal owner has violated an assistance animal rule, the property owner may serve a written notice of an assistance animal rule violation to the assistance animal owner. The notice will contain:

- A description of the assistance animal rule(s) alleged to be violated



## Assistance Animal Rules

- A brief factual statement of how the assistance animal violation was determined

The assistance animal owner will have ten (10) days from the effective date of service of the notice to correct the alleged violation, or to make a written request for a meeting to discuss it.

If an assistance animal owner makes a timely request for a meeting to discuss an alleged assistance animal rule violation, the owner/agent will establish a mutually agreeable time and place for the meeting. The meeting will take place no more than fifteen (15) days from the effective date of the notice, unless the owner/agent agrees to a later date.

If the assistance animal owner schedules a meeting, the assistance animal owner is entitled to be accompanied by another person of his/her choice at the meeting.

As a result of the meeting, the property owner may give the assistance animal owner additional time to correct the violation.

An assistance animal owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to terminate an assistance animal owner's tenancy.

**I hereby certify that I have carefully reviewed all information included in the Assistance Animal Rules and that I agree to abide by the rules described. I understand that failure to do so will be considered a lease violation and can result in penalties including removal of the animal and eviction from the property.**

\_\_\_\_\_  
Resident Name (please print)

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident Name (please print)

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Management Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Apartment Community Name

*Live Oak Apartments does not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted programs and activities.*

*The person named below has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's regulations implementing Section 504.*

Ashley Hathaway  
499 Leslie Street  
Ukiah, CA 95482  
707-463-1975 x141