



SERVICE AND EMOTIONAL SUPPORT ANIMAL POLICY

Effective Date: May 1, 2022

Approved By: Faith M. Brodie, Director of Public Housing

PURPOSE

The Fair Housing Act allows individuals with disabilities the use of service animals and emotional support animals outside the purview of a housing agency's pet policy (ies). Under the Fair Housing Act, a service animal is any animal that assists or benefits an individual with a disability allowing such person to have equal opportunity to use and enjoy his or her dwelling. An emotional support animal is any animal that provides emotional support or assistance but is not individually trained. The service or emotional support animal does not have to be licensed or certified by a state or local government or a training program.

Service and emotional support animals are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors.

REQUEST FOR A SERVICE OR EMOTIONAL SUPPORT ANIMAL

The tenant must submit a request in writing (Request for Accommodation form attached) to have a service or emotional support animal as an accommodation for the tenant's disability.

The tenant must provide written verification that they have a disability and the accommodation is necessary to give the person equal opportunity to use and enjoy their housing unit and community. The tenant does not need to disclose the nature of the disability. The tenant's healthcare or mental health provider must submit a signed letter on professional letterhead to the 504/ADA Coordinator answering the following questions:

- Is the tenant a "person with a disability" as defined by the fair housing laws?
- In the health care provider's professional opinion, does the person need the requested accommodation to have the same opportunity as a non-disabled person to use and enjoy housing and the community?

APPROVAL

Faith M. Brodie



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SERVICE AND EMOTIONAL SUPPORT ANIMAL ACCOMMODATION

The 504/ADA Coordinator will review the tenant's written request for a service or emotional support animal accommodation. Upon written verification from the tenant's healthcare or mental health provider, the 504/ADA Coordinator will provide a written response to the tenant. The 504/ADA Coordinator response will take into consideration the reasonableness of the request. The request may be denied and deemed unreasonable only if it causes an undue financial or administrative burden to the department of Public Housing.

The tenant is not required to pay a deposit for the service or emotional support animal. The tenant is liable for any damage the animal causes.

The 504/ADA Coordinator will notify the Housing Officer II to obtain proof of licensing, vaccinations and an emergency contact person who would care for the animal in case of an emergency.

Tenants with service or emotional support animals are expected to exercise responsible and courteous behavior so that the presence of their animal on the property in no way violates the rights of others to the peaceful enjoyment of the premises.

The Housing Officer II may enter the unit if reports of an unattended animal are brought to the attention of Public Housing staff. The animal may be removed in those cases where the tenant is unable to provide care.

Requests for multiple service or emotional support animals will be reviewed on a case-by-case basis. The 504/ADA Coordinator may impose limitations if it can be demonstrated that an individual's request for reasonable accommodation exceeds what is necessary for the tenant to have full use and enjoyment of the premises.

Tenants with service or emotional support animals are solely responsible for the conduct of their animal and the Housing Officer II may insist that an animal be prevented from repeated barking that disturbs neighbors. If there have been three violations of the Service and Emotional Support Animal Policy, the Housing Officer II shall inform the tenant that procedures will be initiated to revoke the Service and Emotional Support Animal Agreement (the Agreement). Upon revocation of the Agreement, the tenant must permanently remove the service or emotional support animal from the premises within seven days from the date of the notice. Failure to do so may result in termination of the Lease Agreement. A grievance cannot be filed upon the revocation of the Service and Emotional Support Animal Agreement, but termination of the tenant's lease for failure to remove the service or emotional support animal after the Agreement is revoked may be the subject of a grievance by the tenant under established grievance procedures. The Housing Officer II must first attempt resolution of the problem before eviction proceedings are initiated. Service or emotional support animals that are a direct threat to others (biting, etc.) or otherwise violate animal control laws can be reported to the local animal control agency.



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REMOVAL OF SERVICE OR EMOTIONAL SUPPORT ANIMAL

When a service or emotional support animal is unruly or disruptive (jumping on people, biting, or other harmful behavior), the Housing Officer II may ask the tenant to remove the animal from the area. If the improper behavior happens repeatedly, the Housing Officer II may request that the tenant not bring the animal into any area of the property except the tenant's unit, until significant steps have been taken to mitigate the behavior. Mitigation can include refresher training for both the animal and the tenant.

Excessive noise, unsanitary conditions, or threatening behavior on the part of the animal would all provide a basis for the Housing Officer II may require the animal to be removed from the rental unit.

SUPERVISION OF SERVICE OR EMOTIONAL SUPPORT ANIMAL

The Department of Public Housing may designate certain areas "off limits" to service and emotional support animals where a significant health or safety hazard may exist.

The animal must be supervised and the tenant must retain full control of the animal at all times.

The animal must remain within the unit and not be allowed outside unattended at any time.

The animal must be restrained and prevented from digging, gnawing, chewing, scratching or otherwise defacing doors, walls, windows, floor coverings, other units, common areas, buildings, landscaping or shrubs. The tenant is fully responsible for any damage caused by the animal.

The animal may accompany the tenant at all times on the property unless it is an area where animals are specifically prohibited.

The animal must be kept on a leash at all times.

Tenants must board their service or emotional support animal away from the development or make other arrangements for the care of the animal when they intend to leave their unit for 24 hours or more. The Service and Emotional Support Animal Agreement requires tenants to provide the Department of Public Housing with the name and phone number of a relative or friend who has agreed to assume responsibility for the animal in the event of sudden illness or death of the tenant. The Department of Public Housing reserves the right to consider the presence of an unattended service or emotional support animal an emergency, and can enter the unit to remove the animal.

The Public Housing staff, including maintenance personnel, reserve the right to refuse to enter a unit to perform work where a service or emotional support animal is exhibiting threatening behavior.



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CLEANING UP AFTER SERVICE OR EMOTIONAL SUPPORT ANIMAL

The tenant must never allow the service or emotional support animal to defecate on any property, public or private unless the tenant immediately removes the waste.

The tenant must always carry equipment sufficient to clean up the animal's feces whenever the assistance animal is in the common areas or off the tenant's property.

The tenant must properly dispose of waste and/or litter.

It is the tenant's responsibility to clean up after the animal.

ALLOWABLE EXPENSES OF SERVICE OR EMOTIONAL SUPPORT ANIMAL

Allowable Service and Emotional Support Animal Expenses:

During the Annual Recertification process, the tenant should present allowable animal expenses. Allowable expenses will be treated under the "Medical Deductions" section and include:

- Cost of veterinarian visits for the service or emotional support animal
- Cost of special equipment for the animal
- Cost of medication for the animal

REQUIRED FORM (S)

REQUEST FOR ACCOMODATION (ATTACHED)
AMENDMENT TO LEASE AGREEMTN (ATTACHED)
LETTER FROM YOUR DOCTOR (NOT ATTACHED; YOU MUST GET THIS)



REQUEST FOR ACCOMODATION

Name: _____

Tenant #: _____

Address: _____

Telephone: _____

I have a disability as defined by the fair housing laws. I use a service or emotional support animal to assist me with the functional limitations related to my disability. My service or emotional support animal also enhances my ability to live independently and to fully use and enjoy the dwelling provided to me.

Type of service or emotional support animal: _____

I am requesting that you:

waive pet weight/height restrictions

waive pet deposit

other: _____

as an accommodation for my disability/disabilities.

I have attached a letter from my treatment provider verifying that I have a disability and that I have a need for a service or emotional support animal.

Signed: _____

Date: _____

Date Received by Public Housing Staff: _____

Received by: _____



AMENDMENT TO LEASE AGREEMENT

1. For a Service or Emotional Support Animal, the Town of Chapel Hill Department of Public Housing allows, (TENANT) _____, to keep, harbor, and maintain the following service or emotional support animal and none others without the written consent of the Town of Chapel Hill Department of Public Housing:

(no deposit required for service or emotional support animals)

Name	Type	Color & Description	Spayed/Neutered
_____	_____	_____	_____
_____	_____	_____	_____

2. The TENANT agrees to keep the animal inside the dwelling unit. In any other areas, the animal must be on a leash accompanied by a responsible person. Cats must use a sanitary litter box in the dwelling unit. Animal droppings outside must be removed immediately by the TENANT or authorized aide.

3. TENANT agrees to supervise and care for the animal in order to prevent the animal from damaging property, creating unsanitary conditions, or any activities constituting a health hazard.

4. TENANT agrees to report immediately any damage caused by the animal and to pay reasonable charges for repair to the premises, facilities, and common areas caused by the animal, payable on the day on which the rent is due, the month following the effective date of the charges.

5. TENANT agrees to indemnify the Department of Public Housing staff for all property damage arising on account of tenant harboring, keeping or maintaining the animal on landlord's premises.

6. The following person(s) will care for the animal in the absence of the TENANT:

Name	Address	Telephone No.
_____	_____	_____
_____	_____	_____

7. TENANT agrees not to leave their service or emotional support animal unattended for more than 24 hours. In the event that the animal is left unattended for more than 24 hours, the Department of Public Housing staff may enter the premises of the TENANT, remove such animal and turn it/them over to animal control or other appropriate authorities.

8. This Service and Emotional Support Animal Agreement may be revoked in the event the TENANT fails to comply with the conditions of this Agreement. The Agreement may also be revoked for permitting the animal to run loose or to disturb other tenants, including but not limited to loud and excessive barking, biting, or causing a nuisance. The Agreement may also be revoked if the animal causes damage to the unit. Upon revocation of this Agreement, the TENANT must permanently remove the animal from the premises within seven (7) days from the date of the notice. Failure to do so may result in termination of the Lease Agreement.



AMENDMENT TO LEASE AGREEMENT

9. All applicable provisions of the Lease Agreement apply to this amendment.

I acknowledge that I have read, understand and agree to comply with all aspects of Town of Chapel Hill Department of Public Housing Service and Emotional Support Animal Policy.

I also understand that I must give to the Department of Public Housing the name of an individual or agency who will be contacted should I become incapable of caring for my service or emotional support animal because of illness, incapacitation or death. That person or agency is:

TOWN OF CHAPEL HILL
DEPARTMENT OF PUBLIC HOUSING

Signature of Tenant

Date

Housing Officer II

Date