

Service/Assistance Animal Policy

Knox County Housing Authority
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Article I. Purpose/Scope of the Policy

Section 1.01 In accordance with federal law and HUD regulations, residents of federally funded housing for the elderly, persons with disabilities or families shall not be prohibited from owning and keeping service/assistance animals. The Federal Fair Housing Act (FHA), Section 504 of the Rehabilitation Act of 1973 (Section 504), and the Americans with Disabilities Act (ADA) set forth obligations of housing providers with respect to animals that provide assistance to individuals with disabilities.

Section 1.02 Housing providers, including public housing authorities (PHA), must meet obligations under both the reasonable accommodation standard of the FHA/Section 504 and the service animal provision of the ADA.

Section 1.03 The Knox County Housing Authority (KCHA) recognizes the importance of service and assistance animals to individuals with disabilities and has established the following policy. This policy ensures that persons with disabilities, who require the use of service animals or assistance animals as a reasonable accommodation, receive equal opportunity to access housing, programming, and services provided by the KCHA. Set forth below are specific requirements and guidelines concerning the appropriate use of and protocols associated with service animals and assistance animals.

Section 1.04 This policy complies with the Americans with Disabilities Act (ADA) of 1990 as amended; Section 504 of the Rehabilitation Act of 1973, the Fair Housing Act of 1968, and all applicable Department of Housing and Urban Development regulations, notices, and guidance.

Section 1.05 Animals that assist persons with disabilities are subject to the provisions of the Service/Assistance Animal Policy Lease Addendum.

Article II. Definitions

Section 2.01 Service Animal: A "Service Animal" is a dog that has been individually trained to do work or perform tasks for the benefit of an individual with a disability. In certain cases, a miniature horse may be permitted as a service animal. Other animals, whether wild or domestic, do not qualify as service animals. Examples of such work or tasks include guiding people who are blind, alerting people who are deaf, pulling a wheelchair, alerting and protecting a person who is having a seizure, reminding a person with mental illness to take prescribed medications, calming a person with Post Traumatic Stress Disorder (PTSD) during an anxiety attack, or performing other duties. Service animals are working animals, not pets. The work or task a service animal has been trained to provide must be directly related to the person's disability.

- (a) The Department of Justice's new ADA rules specify that "the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purposes of this definition."
- (b) Trained dogs are the only species of animals that may qualify as service animals under the ADA (there is a separate provision regarding miniature horses) and emotional support animals are expressly precluded from qualifying as service animals.
- (c) The KCHA shall make reasonable modifications in policies, practices, or procedures to permit the use of a miniature horse by an individual with a disability if the miniature horse has been individually trained to do work or perform tasks for the benefit of the individual with a disability.
 - (i) Assessment factors to be considered when determining whether to permit the use of a miniature horse include (28 CFR 35.136(i)(2):
 - 1) Type, size, and weight of the miniature horse;
 - 2) Whether the miniature horse is housebroken; and
 - 3) Whether the miniature horse's presence in a specific facility compromises legitimate safety requirements that are necessary for safe operation.

Section 2.02 Assistance Animal: "Assistance Animals" are (1) animals that work, provide assistance, or perform tasks for the benefit of a person with a disability, or (2) animals that provide emotional support which alleviates one or more identified symptoms or effects of a person's disability. Some, but not all, animals that assist persons with disabilities are professionally trained. Other assistance animals are trained by the owners. In some cases, no special training is required. Unlike a service animal, an assistance 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 times.

Section 2.03 Pet: A "Pet" is an animal kept for ordinary use and companionship. A pet is not considered a service animal or an assistance animal, and service/assistance animals are not considered pets. As such, a pet is not covered by this policy.

Section 2.04 Approved Animal: An "approved animal" is a service animal or assistance animal that has been granted as a reasonable accommodation under this policy.

Section 2.05 Disability: Federal law defines a person with disabilities as:

- (a) Any person who has a physical or mental impairment that substantially limits one or more major life activities;
- (b) Has a record of such impairment; or
- (c) Is regarded as having such an impairment.

Article III. Request to Add Service/Assistance Animals

Section 3.01 Requests for service/assistance animals as a reasonable accommodation shall be made in accordance with this provision.

Section 3.02 The tenant must submit a request in writing to have a service/assistance animal, as an accommodation for the tenant's disability, prior to or in conjunction with occupancy of a unit.

Section 3.03 All assistance animals must be registered with the appropriate Property Management office immediately, but not later than ten (10) business days following their introduction to the community.

Section 3.04 KCHA management will review each request for accommodation of a service/assistance animal within ten (10) business days.

Section 3.05 The KCHA shall evaluate a request for a reasonable accommodation to possess an assistance animal in a dwelling using the general principles applicable to all reasonable accommodation requests. After receiving such a request, the KCHA will consider the following:

- (a) Does the person seeking to use and live with the animal have a disability – i.e. a physical or mental impairment that substantially limits one or more major life activities?
- (b) Does the person making the request have a disability-related need for an assistance animal? In other words, does the animal work, provide assistance, perform tasks or services for the benefit of the person with a disability, or provide emotional support that alleviates one or more of the identified symptoms or effects of a person's existing disability?

If the answer to either question is "No," the FHA and Section 504 do not require an accommodation to be made. If the answer to both questions is "Yes," the FHA and Section 504 require an accommodation to be made.

Section 3.06 The KCHA shall require individuals who have disabilities that are not readily apparent or known to the provider to submit reliable documentation of the disability and the disability-related need for a service or assistance animal. If the disability is readily apparent or known but the disability-related need for the service or assistance animal is not, the KCHA shall require the individual to provide reliable documentation of the disability-related need for a service or assistance animal. If both the disability and the disability-related need of the individual requesting the accommodation are readily apparent, the KCHA shall not ask the individual to provide documentation to such.

Section 3.07 VERIFICATION OF DISABILITY AND NEED FOR SERVICE ANIMAL: The tenant must provide written verification that she/he has a disability and that the accommodation is necessary to give the person equal opportunity to use and enjoy the premises. This documentation shall contain the following information:

- (a) Verification of the individual's disability from a physician, psychiatrist, social worker, or other mental health professional;
- (b) Statement on how the animal serves as an accommodation for the verified disability;
- (c) Statement on how the need for the animal relates to the ability of the resident to use and enjoy the living arrangements provided by the KCHA;
- (d) Documentation of above requested items must be current.

Section 3.08 The tenant need not disclose the nature of his/her disability.

Section 3.09 Upon written verification from the tenant's healthcare or mental health professional, KCHA shall provide a written response to the tenant either approving the addition of the service/assistance animal or denying the request.

- (a) Approval of requested accommodation: A letter of approval will be sent directly to the resident, and a copy of said letter shall be placed in the tenant file.
- (b) Denial of requested accommodation: The request may be denied and deemed unreasonable if
 - (i) It causes an undue financial or administrative burden to the KCHA;
 - (ii) The owner fails to provide verification of the need for a service/assistance animal from a qualified professional;
 - (iii) The owner added the animal to the unit prior to having obtained authorization to do so;
 - (iv) The specific assistance animal poses a direct threat to the health and safety of others that cannot be reduced or eliminated by another reasonable accommodation;
 - (v) The specific assistance animal would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation; or
 - (vi) The owner fails to provide complete and accurate registration and certification information.

Section 3.10 Fees: Disabled tenants who use an approved animal are not required to pay a deposit or pay any service/assistance animal related move-in fees.

Section 3.11 It is the resident responsibility to ensure the assistance animal is registered with the appropriate Property Management office.

Article IV. General Provisions

Section 4.01 The owner must provide complete and accurate registration and certification information on all service/assistance animals, including:

- (a) Basic information about the animal (type, age, description, name, etc.);
- (b) Provide a picture of the animal for identification purposes;
- (c) All dogs and cats shall be inoculated, and licensed; owners shall provide veterinarian written verification of inoculations against rabies and certification of spay/neuter;
- (d) Proof that inoculations and license of the animal shall be verified annually;
- (e) All dogs and cats shall be spayed or neutered and owners shall provide a veterinarian certification of spay/neuter, or a letter from a veterinarian giving a medical reasons why such a procedure would be detrimental to the pet's health; and
- (f) The animal owner's signature on a copy of this Assistance Animal policy.

Section 4.02 Animals approved by the KCHA to serve as service or assistance animals are not considered pets and generally do not fall under the guidelines of the KCHA Pet Policy. Approved service or assistance animals shall not be subject to height, weight, and breed provisions of the KCHA Pet Policy. There are, however, provisions applicable to each policy.

Section 4.03 All dogs and cats over six months of age must be spayed/neutered unless a letter is received from a licensed veterinarian giving a medical reason why such is detrimental to the health of the pet or assistance animal.

Section 4.04 An owner must be capable of taking care of the service/assistance animal without assistance or with assistance from a source other than the KCHA.

Section 4.05 Each resident shall be responsible for the proper care of the animal, including, but not limited to, good nutrition, grooming, routine veterinary care, flea control, routine inoculations, and compliance with all City, County, State and Federal statutes, ordinances, rules and regulations and anti-cruelty laws and regulations.

Section 4.06 At the time of the regularly scheduled re-examination, the resident must update the information on file for the service/assistance animal, including all items listed within Section 4.01 of this policy.

Section 4.07 Assistance animals may accompany the owner in all areas of Knox County Housing Authority premises where the owner/resident is allowed to traverse.

Section 4.08 The resident shall keep the unit and surrounding areas free of animal odors, insect infestation, waste and litter related to their assistance animal and maintain the unit in a sanitary condition at all times.

Section 4.09 Clean up: Each resident shall be responsible for clean up after their animal anywhere on Housing Authority property. This shall include:

- (a) Every owner will be responsible for proper disposal of fecal waste of their service/assistance animal in a manner that will not damage or deface the unit or premises.
 - (i) The excrement of any animal curbed on KCHA property must be removed and disposed of immediately.
 - (ii) Failure of the owner to remove and dispose of waste may result in fines according to the following schedule:
 - 1) First Offense: Lease violation letter sent to resident.
 - 2) Second Offense: \$10.00 fine, and second lease violation letter sent to resident.
 - 3) Third Offense: \$25.00 fine, and FINAL NOTICE lease violation letter sent to resident.
 - 4) Fourth Offense: PERMANENT REMOVAL OF THE ANIMAL FROM RESIDENT'S UNIT.
 - (iii) Continued violation of this ordinance by the resident will be cause for lease termination.

- (b) Residents owning a cat shall maintain a waterproof litter box for cat waste. Litter boxes shall not be allowed to become unsightly or unsanitary. Cat owners are required to remove waste from the litter box on a regular basis and provide fresh litter once each week, at a minimum.
- (c) All animal waste, including litter shall be double bagged and disposed of in the outside garbage can or dumpster.
- (d) No animal waste shall be put down a trash chute, or disposed of in the toilet.
- (e) Any resident who cannot clean up waste must arrange to have the animal waste removed immediately, properly, and completely.

Section 4.10 Service/assistance shall be kept under the owners control at all times. No animal shall be allowed loose in the common areas of the building or grounds. When outside the unit, animals must be accompanied by their owner and restrained with a leash properly. Animals cannot be tied to trees, bushes, or other fixed objects nor may they be staked in the resident's yard. No "dog runs" are permitted. Maximum distance of the leash shall not exceed six (6) feet while inside buildings and 25 feet while outside buildings. Animals other than dogs and cats shall be in a suitable portable cage when outside the unit.

Section 4.11 Each resident shall maintain their animal in such a manner as to prevent any damage to their unit, common areas and grounds of the community in which they live.

Section 4.12 Service/assistance animals shall be quartered in the resident's unit. Residents shall not alter their unit, patio, or unit area to create an enclosure for a service/assistance animal.

Section 4.13 No dog/cat houses will be allowed on the premises.

Section 4.14 No animals shall be groomed in the public areas of the community, to include common area patios, gardens, etc.

Section 4.15 No animal shall be abandoned when the resident vacates.

Section 4.16 Dishes or containers for food and water must be located within the owner's unit. Owners may not deposit food or table scraps for service/assistance animals or other animals on their porches, yards, or balconies.

Section 4.17 Residents may not feed or provide water for stray/wild animals.

Section 4.18 Owners will be responsible for any damage caused by or claims related to their service/assistance animal. The resident shall pay promptly, upon receipt of a bill, for all materials and/or labor for repair of any damage caused by his/her service/assistance animal, including the cost of extermination for fleas or other pet-borne pests. The KCHA will assume no responsibility for any actions of tenant's service/assistance animal resulting in third party damages and/or claims.

Section 4.19 Visitors (non-residents) on KCHA property are not allowed to bring animals onto the premises, except for service/assistance animals. The head of household being visited is liable for any and all damages caused by his/her visitor's service/assistance animal.

Section 4.20 Residents are prohibited from bringing guest or visiting animals onto KCHA property.

Section 4.21 Cruelty to animals is a violation of state and local law and is a violation of this provision. Beating, neglecting, or otherwise harming an animal may be grounds for termination of your lease.

Section 4.22 ALL service/assistance animal owners must have on file with the Housing Authority the name of a responsible individual who is willing to care for their animal in the event that the owner must be absent from their unit due to ill health or other unexpected absence.

Section 4.23 In the event a resident cannot care for his/her assistance animal due to an illness, absence, or death, and no other person can be found to care for the animal, and after 24 hours has elapsed, the KCHA shall release said animal to the Animal Control Division of the Knox County, IL Sheriff's Department, in accordance with their procedures. In no case shall KCHA incur any costs or liability for the care of an assistance animal placed in the care of another individual or agency under this provision.

Article V. Animal Behavior

Section 5.01 Each resident shall maintain their animal in such a manner as to prevent the animal from being a nuisance or a threat to the health or safety of KCHA employees, the public or other residents in the community by reason of noise, unpleasant odors or other objectionable situations. Service/assistance animals shall not be allowed to annoy other residents by prolonged or constant noise that can be heard outside the unit, at any time of the day or night.

Section 5.02 Creation of a Nuisance: Owners are required to ensure their service/assistance animal does not create a nuisance within, on, or around the premises.

- (a) Nuisances include, but are not limited to, the following:
 - (i) Excessive noise
 - (ii) Excessive odor
 - (iii) Running at-large
 - (iv) Unruly or uncontrollable behavior
- (b) Tenants shall not allow any service/assistance animal to destroy, damage, or otherwise disturb any shrubbery, plants, flowers, grass, lawn, fencing, or any other property of the KCHA, its agents, or other residents.
- (c) It is the responsibility of the owner to correct the violation. Tenant shall have three (3) calendar days to correct the animal's behavior.

Section 5.03 Dangerous Behavior: The Knox County Housing Authority shall determine what behaviors are considered dangerous, in its sole and absolute discretion.

- (a) Any service/assistance animal which attacks any tenant, guest, KCHA staff member, agent of the KCHA, or other person is subject to immediate removal from the premises by the KCHA or its agents without prior notice to the tenant. "Attack" is defined as:
 - (i) Violent or aggressive physical contact with a person or animal, or
 - (ii) Violent or aggressive behavior that confines the movement of a person including, but not limited to, chasing, cornering, or encircling a person.
- (b) If a service or assistance animal bites or attacks a resident, KCHA employee, anyone visiting on the premises, or any animal on the premises, the owner must surrender the animal to an animal control center within 24 hours.
- (c) KCHA shall provide written notification to the tenant of the dangerous behavior of the animal, and any subsequent action taken by the agency.

Section 5.04 If a service/assistance animal should become dangerous, or is found to be running at-large, the KCHA shall will notify the Animal Control Division of the Knox County, IL Sheriff's Department and seek removal of said animal in accordance with their procedures. In no case shall KCHA incur any costs or liability for the care of an assistance animal placed in the care of another individual or agency under this provision.

Section 5.05 Destruction of property belonging to the KCHA or others caused by an owner's animal will be the financial obligation of the owner.

Section 5.06 Failure to make required restitution or repeated or serious violations of this policy are cause for lease termination.

Section 5.07 Failure to comply with this provision shall constitute a violation of this policy, and may result adverse lease action in accordance with Article VIII. of this policy.

Article VI. Inspections

Section 6.01 Inspection of the unit: KCHA shall enter the tenant's unit for the purpose of inspection in the following circumstances:

- (a) A written complaint concerning the service/assistance animal is received by the KCHA;
- (b) KCHA staff feel the behavior/condition of the service/assistance animal warrant it; and
- (c) To determine compliance with this policy.

Section 6.02 Inspections will be made under the following protocol:

- (a) 48-hour notice shall be given to each resident prior to the initiation of an inspection;
- (b) In emergency situations, entry shall be made immediately, with notice/cause provided to the resident for such entry;
- (c) Inspections shall generally be made during reasonable hours; and

Section 6.03 Tenants must be available to physically control service/assistance animals during times when KCHA staff, agents of the KCHA, or others must enter the unit to conduct inspections.

Article VII. Violations of this Policy

Section 7.01 This Service/Assistance Animal Policy, when fully executed shall become an addendum to the Public Housing Dwelling Lease; therefore, violations of this policy shall be considered violations of the lease and subject to the same enforcement procedures as set forth in the lease.

Section 7.02 Violation of the KCHA Service/Assistance Animal Policy three times within a 12 month period will be considered a material violation of the lease and appropriate adverse action, up to and including termination of the lease, shall be taken:

- (a) Progressive adverse action, up to and including:
 - (i) Progressive lease violations;
 - (ii) Removal of the animal; and
 - (iii) Termination of the lease.
- (b) Any adverse action taken as a result of violations to this policy is subject to the following policies/procedures:
 - (i) KCHA Termination and Eviction Policy; and
 - (ii) KCHA Grievance Procedures.

Section 7.03 A single violation of Section 5.03 of this policy shall be cause for lease termination. If the KCHA determines that the animal is a dangerous animal, the owner shall be required to remove the animal immediately to avoid lease termination.

Section 7.04 Notice of a service/assistance Animal policy violation shall:

- (a) Contain a brief statement of the factual basis for the determination and the service/assistance rule or rules alleged to be violated;
- (b) State that the owner has 10 calendar days from the effective date of service of the notice to correct the violation (including, in appropriate circumstances, removal of the service/assistance) or to make a written request for a meeting to discuss the violation. The effective date of service is the day that the notice is delivered or mailed, or in the case of service by posting, on the day that the notice was initially posted;
- (c) State that the owner is entitled to be accompanied by another person of their choice at a requested meeting; and
- (d) State that the owner's failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in termination of the owner's Lease;
- (e) The notice of violation of Section 5.03 of this policy will be cause for an emergency notice of removal. This notice will require the immediate removal of the animal.

Section 7.05 If the service/assistance owner and the KCHA are unable to resolve a service/assistance policy violation, or if the KCHA determines that the owner failed to cure a service/assistance policy violation within the time provided for this purpose, the KCHA will send the resident a notice requiring the owner to remove the pet. This notice must:

- (a) Contain a brief statement of the factual basis for the determination and the service/assistance policy violation(s) that occurred;
- (b) State that the owner must remove the service/assistance within 10 calendar days of the effective date of service of notice; and
- (c) State the failure to remove the service/assistance may result in the termination of the owner's tenancy.

Section 7.06 The KCHA will not terminate an owner's tenancy based on a service/assistance policy violation unless:

- (a) The owner failed to remove the service/assistance or correct the violation within the applicable time period specified above (including any additional time permitted by the KCHA); and
- (b) The violation is sufficient to terminate the owner's tenancy under the terms of the lease and applicable regulations.

Section 7.07 Provisions of resident's Lease related to lease termination will apply in all cases.

Section 7.08 Residents have the right to grieve decisions made via this policy through the KCHA Grievance Procedure.