



Housing Authority of the City of Old Town

SERVICE ANIMAL POLICY

A. INTRODUCTION

The Housing Authority of the City of Old Town (HACOT) recognizes that service animals are a healthcare option that many individuals choose to help them overcome the limitations imposed by disabilities.

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. Tenants seeking permission to have a service animal on HACOT premises must make a request to the 504 Coordinator. HACOT will verify the existence and nature of the disability, and whether the service animal is prescribed or trained if either is not readily apparent. Accordingly, persons who are seeking to have a service animal on HACOT premises as 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 of the existing disability.

In addition, HACOT is not required to permit a service animal on its premises if that animal would pose a direct threat to the health and safety of others. Thus, if a 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 permit the housing of the service animal if the presence of the service animal would (1) result in substantial physical damage to the property of others; or (2) would substantially interfere with the reasonable enjoyment of the housing by others..

B. DEFINITION OF DISABILITY Maine Human Rights act, 5M.R.S.A. 4553-A provides:

1. Physical or mental disability, defined "Physical or mental disability means:

A. A physical or mental impairment that:

- (1) Substantially limits one or more of a person's major life activities;
- (2) Significantly impairs physical or mental health; or
- (3) Requires special education, vocational rehabilitation or related services;

- B. Without regard to severity unless otherwise indicated: absent, artificial or replacement limbs, hands, feet or vital organs; alcoholism; amyotrophic lateral sclerosis; bipolar disorder; blindness or abnormal vision loss; cancer; cerebral palsy; chronic obstructive pulmonary disease; Crohn's disease; cystic fibrosis; deafness or abnormal hearing loss; diabetes; substantial disfigurement; epilepsy; heart disease; HIV or AIDS; kidney or renal diseases; lupus; major depressive disorder; mastectomy; mental retardation; multiple sclerosis; muscular dystrophy; paralysis; Parkinson's disease; pervasive developmental disorders; rheumatoid arthritis; schizophrenia; and acquired brain injury;
- C. With respect to an individual, having a record of any of the conditions in paragraph A or B; or
- D. With respect to an individual, being regarded as having or likely to develop any of the conditions in paragraph A or B.

2. Additional terms. For purposes of this section:

- A. The existence of a physical or mental disability is determined without regard to the ameliorative effects of mitigating measures such as medication, auxiliary aids or prosthetic devices; and
- B. "Significantly impairs physical or mental health" means having an actual or expected duration of more than 6 months and impairing health to a significant extent as compared to what is ordinarily experienced in the general population.

3. Exceptions. "Physical or mental disability" does not include:

- A. Pedophilia, exhibitionism, voyeurism, sexual behavior disorders, compulsive gambling, kleptomania, pyromania or tobacco smoking;
- B. Any condition covered under section 4553, subsection 9-C; or
- C. Psychoactive substance use disorders resulting from current illegal use of drugs, although this may not be construed to exclude an individual who:
 - (1) Has successfully completed a supervised drug rehabilitation program and is no longer engaging in the illegal use of drugs or has otherwise been rehabilitated successfully and is no longer engaging in such use;
 - (2) Is participating in a supervised rehabilitation program and is no longer engaging in such use;
 - (3) Is erroneously regarded as engaging in such use, but is not engaging in such use; or
 - (4) In the context of a reasonable accommodation in employment, is seeking treatment or has successfully completed treatment.

C. DEFINITION OF SERVICE ANIMAL (Maine Human Rights act, 5M.R.S.A. 4553-9-D)

1. Any animal that has been determined necessary to mitigate the effects of a physical or mental disability by a physician, psychologist, physician's assistant, nurse practitioner or licensed social worker; or
2. Any animal individually trained to do work or perform tasks for the benefit of an individual with a physical or mental disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals who are deaf or hard of hearing to intruders or sounds, providing reasonable protection or rescue work, pulling a wheelchair or fetching dropped items.

D. RIGHTS OF HOUSING PROVIDERS

Individuals with disabilities are solely responsible for the conduct of their service animals, and HACOT will take recourse if the tenant fails to satisfy this obligation. For example, HACOT will require payment for damages (such as but not limited to soiled carpeting or chewed woodwork), and must insist that a service animal be prevented from repeated barking that disturbs neighbors. HACOT will attempt resolution of the problem before eviction proceedings are initiated.

E. REGISTRATION OF SERVICE ANIMALS

Service animals must be registered with the PHA before they are brought onto the premises. Registration includes current certificate that the animal is licensed with the City of Old Town, certificate signed by a licensed veterinarian or State/local authority empowered to vaccinate animals, or designated agent of such an authority, stating that the service animal has received all vaccinations required by State or local law, and that the service animal has not evidenced any signs of communicable disease(s) and is pest-free and a picture of the service animal.

Registration must be renewed and will be coordinated with the Annual Recertification date, and proof of license and vaccination will be received at least 30 days prior to annual reexamination. Execution of a Service Animal Agreement with the Housing Authority stating that the tenant acknowledges complete responsibility for the care and cleaning of the service animal will be required.

Approval for the keeping of a service animal shall not be extended pending the completion of these requirements.

F. ALTERATIONS TO THE UNIT

Residents shall not alter their unit, patio, premises or common areas to create an enclosure for any animal.

G. WASTE REMOVAL CHARGE

Waste removal charges are not part of rent payable by the resident. A separate waste removal charge of \$5.00 per occurrence will be paid by owners failing to remove animal waste.

H. COMMON AREA RESTRICTIONS

Animals must be maintained within the resident's unit. When outside of the unit (within the building or on the grounds animals must be kept on a leash or carried and under the control of the resident or other responsible individual at all times. Animals must not be tied or otherwise left outside unattended.

I. NOISE

Owners must agree to control the noise of service animals so that such noise does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of their housing unit or premises. This includes, but is not limited to loud, frequent, or nighttime noise, or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

J. CLEANLINESS REQUIREMENTS

Litter Box Requirements. Service animal owners shall remove litter on a regular basis. All removed animal waste or the litter from litter boxes shall be removed from the unit immediately by the service animal owner, disposed of in sealed plastic trash bags, and placed in a trash bin. Litter shall not be disposed of by being flushed through a toilet. Residents owning cats shall maintain waterproof litter boxes for cat waste. Refuse from litter boxes shall not accumulate or become unsightly or unsanitary. Litter boxes shall be stored inside the resident's dwelling unit.

The resident shall take adequate precautions to eliminate any service animal odors within or around the unit and to maintain the unit in a sanitary condition at all times.

K. ANIMAL CARE

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

A service animal owner shall physically control or confine his/her animal during the times when Housing Authority employees, agents for the Housing Authority, or others must enter the owner's apartment to conduct business, provide services, enforce lease terms, etc. The Housing Authority staff, under no circumstances, will be responsible for service animals.

No animal shall be left unattended in any apartment for a period in excess of 12 hours. If the animal is left unattended and no arrangements have been made for its care, the HA will have the right to enter the premises and take uncared for animal to be boarded at a local animal care facility at the total expense of the resident.

Animal bedding shall not be washed in any common laundry facilities.

All residents/service animal owners shall be responsible for adequate care, nutrition, exercise and medical attention for his/her animal.

Residents/service animal owners must recognize that other residents may have chemical sensitivities or allergies related to animals, or may be easily frightened or disoriented by animals. Service animal owners must agree to exercise care needed for the safety of other tenants, and to exercise courtesy with respect to other residents.

L. RESPONSIBLE PARTIES

The resident/service animal owner will be required to designate two responsible parties for the care of the animal if the health or safety of the animal is threatened by the death or incapacity of the service animal owner, or by other factors that render the service animal owner unable to care for the service animal.

M. INSPECTIONS

The Housing Authority may, after reasonable notice to the tenant during reasonable hours, enter and inspect the premises, in addition to other inspections allowed. Two days is considered reasonable notice, except when problems are suspected to exist as noted in this policy. Immediate inspection may be made if a signed, written complaint has been received, or there are reasonable grounds indicating that the conduct or condition of a service animal constitutes a violation of the rules or lease requirements, or safety or sanitation situation.

N. SERVICE ANIMAL RULE VIOLATIONS

Notice - If a determination is made on objective facts supported by written statements, that a resident/service animal owner has violated the Service Animal Rule Policy, written notice will be served.

The Notice will contain a brief statement of the factual basis for the determination and the service animal rule(s), which were violated. The notice will also state:

1. That the resident/service animal owner has ten (10) days from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation;
2. That the resident service animal owner is entitled to be accompanied by another person of his or her choice at the meeting; and
3. That the resident/service 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 the service animal owner's tenancy.

If the violation is corrected, the service animal owner must substantiate this fact within the ten (10) days. An inspection may be required.

O. NOTICE FOR SERVICE ANIMAL REMOVAL

If the resident/service animal owner and the Housing Authority are unable to resolve the violation at the meeting or the service animal owner fails to correct the violation in the time period allotted by the Housing Authority, the Housing Authority may serve notice to remove the service animal.

The Notice shall contain:

1. A brief statement of the factual basis for the Housing Authority's determination of the Service Animal Rule that has been violated;

2. The requirement that the resident /service animal owner must remove the animal within ten (10) days of the notice; and
3. A statement that failure to remove the service animal may result in the initiation of termination of tenancy procedures.

P. TERMINATION OF TENANCY

The Housing Authority may initiate procedures for termination of tenancy based on a service rule violation if:

The service animal owner has failed to remove the animal or correct a service animal rule violation within the time period specified; and

The service animal rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease.

Q. SERVICE ANIMAL REMOVAL

If the health or safety of the animal is threatened by the death or incapacity of the animal owner, or by other factors that render the owner unable to care for the animal, (includes animals who are poorly cared for or have been left unattended for over twelve (12) hours), the situation will be reported to the Responsible Party designated by the resident/service animal owner.

If the Responsible Party is unwilling or unable to care for the service animal, or if the Housing Authority after reasonable efforts cannot contact the responsible party, the Housing Authority may have the right to enter the premises and take the service animal to be boarded at a local animal care facility at the total expense of the resident, or the Housing Authority may contact the appropriate State or local agency and request the removal of the animal.

If a service animal causes harm to any person, the animal's owner shall be required to permanently remove the animal from the Housing Authority's property within 24 hours of written notice from the Housing Authority. The service animal owner may also be subject to termination of his/her dwelling lease.

R. EMERGENCIES

The Housing Authority will take all necessary steps to insure that service animals, which become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat the health or safety of others, are referred to the appropriate State or local entity authorized to remove such animals.

If it is necessary for the Housing Authority to place the service animal in a shelter facility, the cost will be the responsibility of the resident/service animal owner.

S. PERMISSABLE QUESTIONS

HACOT may ask about the nature of the disability if it is not obvious and to verify the service animal is covered by the Maine Human Rights Act.

T. THERAPY ANIMAL

HACOT makes no distinction between a Service animal and a Therapy animal.

U. DISCRIMINATION

Anyone who feels that he or she has been subject to discrimination may file a complaint of housing or public accommodation discrimination with the Maine Human Rights Commission,, 51 State House Station, Augusta, Maine 04333-0051. Voice 207-624-6050 · TTY 888-577-6690 · Fax 207-624-6063.

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Equal Housing Opportunity



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