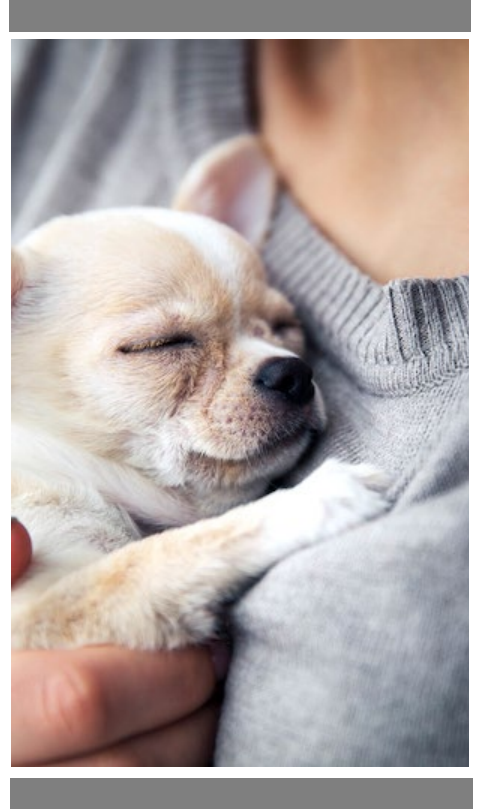


ASSISTANCE & SERVICE ANIMAL POLICY



HOUSING AUTHORITY OF THE CITY OF SAN MARCOS

March 10, 2025

The **Nelrod** Company®

HOUSING AUTHORITY OF THE CITY OF SAN MARCOS

San Marcos, Texas

ASSISTANCE AND SERVICE ANIMAL POLICY

ADOPTED BY PHA BOARD OF COMMISSIONERS

RESOLUTION NO.: _____

DATE OF ADOPTION: _____

EFFECTIVE DATE OF IMPLEMENTATION: _____

Authorized Use by the Housing Authority of the City of San Marcos

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Assistance and Service Animal Policy

Implementation Schedule

Staff Training Date, if needed: _____

Distribution to Functional Areas

This policy has been distributed to staff in the following departments:

- ☐ Public Housing Managers
- ☐ Admissions/Occupancy Staff
- ☐ Financial Staff
- ☐ Maintenance Staff
- ☐ Other Specify: _____

Date Draft Policy Prepared: March 10, 2025

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TABLE OF CONTENTS

Overview	1
A. Assistance Animals.....	1
B. Service Animals.....	2
C. Reasonable Accommodations	3
D. Type of Assistance Animals.....	6
E. Insurance Conflict	7
GUIDELINES FOR ASSISTANCE OR PSYCHIATRIC SERVICE ANIMAL	8
A. Identification and Licensure.....	8
B. Health of the Assistance or Service Animal	8
C. Deposits and Fees.....	8
D. Medical Expense Deduction	8
E. Financial Responsibility for the Service or Assistance Animal	9
F. Housing and Control of the Assistance Animal	9
G. Animals Temporarily on the Premises	9
H. Feeding of the Assistance Animal	10
I. Disposal of Assistance Animal Waste.....	10
J. Breeding of the Animal.....	11
K. Nuisance.....	11
L. Threat to Health or Safety	12
M. Alterations of the Dwelling Unit.....	12
N. Inspection, Maintenance, and Work Orders.....	13
O. Alternative Custodian for the Assistance Animal.....	13
P. PHA Removal of the Assistance Animal.....	13
ASSISTANCE ANIMAL VIOLATION PROCEDURES	14
A. Notice of Assistance Animal Policy Violation.....	14
B. Policy Violation Meeting	14
C. Notice for Assistance Animal Removal.....	15
D. Lease Enforcement and Termination of Tenancy	15

E.	Conflict with State or Local Law	15
F.	Changes in Laws and Regulations.....	16
Appendix: A		17
Appendix: B		18
Appendix: C		19
Appendix: D		21

ASSISTANCE AND SERVICE ANIMAL POLICY

OVERVIEW

An assistance animal reduces barriers, promotes independence, and improves the quality of life for persons with disabilities. The Assistance and Service Animal Policy (hereinafter referred to as Policy) explains the obligations of the Housing Authority of the City of San Marcos (hereinafter referred to as PHA) under the Fair Housing Act (FHA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the Americans with Disabilities Act (ADA), the Department of Housing and Urban Development (HUD), and the Department of Justice (DOJ) with respect to animals that provide assistance, support, or a service to persons with disabilities.

The FHA prohibits discrimination based on disability, race, color, national origin, religion, sex, and familial status. FHA makes it unlawful for the PHA to refuse to make a reasonable accommodation that a person with disabilities may need in order to have equal opportunity to enjoy and use a dwelling unit. The ADA prohibits discrimination against persons with disabilities in employment, transportation, public accommodations, communications, and state and local government activities. Both laws contain provisions which address the use of service or assistance animals by persons disabilities.

For purposes of this Policy, the term "assistance animals" generally includes therapeutic emotional support animals, psychiatric support animals, and service animals. Sections of the Policy that apply to a specific type of assistance animal are further addressed in the Policy. If an animal does not qualify as a service animal or other type of assistance animal, it is a pet for purposes of FHA and may be treated as a pet for purposes of the lease and the PHA's rules and policies.

For the purposes of this Policy, the term "resident" applies to the person with disabilities for whom the assistance animal is needed.

A. ASSISTANCE ANIMALS

An assistance animal is not a pet. Assistance animals work, provide assistance, support, perform tasks, provide a service, or provide therapeutic emotional support to persons with disabilities.

1. An assistance animal is any animal necessary because of a disability-related need.
 - a. Assistance animals are excluded from the species, breed, size, weight, type, pet deposit, and non-refundable pet fee requirements.
 - b. The most common assistance animals are dogs, but other animals can also be assistance animals, with the exception of reptiles.
2. Neither FHA nor Section 504 requires an assistance animal to be individually trained or certified.
3. Assistance animals may be referred to as emotional support animals (sometimes referred to as ESA or comfort animals).

4. Therapy animals are not considered assistance animals as they provide therapy to others – not a person with disabilities living in the unit. Some ESA or psychiatric service animals that are also used as therapy animals would qualify as assistance animals.
5. More than one assistance animal may be approved when necessary to alleviate or reduce a symptom of a disability that the initial assistance animal cannot provide. More than one assistance animal may be approved when two or more people living together each have a disability-related need for a separate assistance animal.

B. SERVICE ANIMALS

Because HUD interprets the FHA to require access for individuals who use service animals, the PHA will follow the analysis that the DOJ has determined is used for assessing whether an animal is a service animal under the ADA.

Under the ADA, a service animal means any dog that is individually trained to perform tasks or do work for persons with disabilities, including physical, sensory, psychiatric, intellectual, or a mental disability.

1. A service animal or a psychiatric support animal may be an assistance animal, but not all assistance animals may be a service animal.
 - a. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purpose of the service animal definition.
 - b. The work or tasks performed by a service animal must be directly related to the individual's disability.
 - c. Service animals are not pets but are working animals.
2. Performing work or tasks means that the dog is trained to take a specific action when needed to assist the person with disabilities. Examples of such work or tasks a service animal may perform includes but is not limited to:
 - a. Guiding individuals who are blind or have low vision
 - b. Alerting people who are deaf
 - c. Pulling a wheelchair
 - d. Alerting and protecting a person who is having a seizure
 - e. Reminding a person with mental illness to take prescribed medications
 - f. Calming a person with Post Traumatic Stress Disorder (PTSD) during an anxiety attack
3. If the person with disabilities identifies at least one action the dog is trained to take which is helpful to the disability other than emotional support, the PHA should consider the dog a service animal and the dog shall be permitted in housing, including public and common use areas.

4. If the person with disabilities does not identify a specific work or task that the dog is trained to take, the dog should not be considered a service animal but may be another type of animal for which a reasonable accommodation may be required.
5. The PHA should not make any further inquiries, including inquiries about the nature or extent of the person's disability or request documentation.
6. The PHA shall not require documentation that the service animal has been certified, trained, or licensed.
7. Service animals are also not required to wear service animal vests, or any type of garment.
8. Emotional support animals, comfort animals, well-being, and companionship animals do not constitute performing specific work or tasks for the purposes of analysis under the ADA and should not be considered a service animal but may be an assistance animal for which a reasonable accommodation may be required.

C. REASONABLE ACCOMMODATIONS

Reasonable accommodations are exceptions, adjustments, or changes in the rules, policies, practices, or procedures that may be necessary for a person with disabilities to have an equal opportunity to fully use and enjoy the dwelling unit, including public and common use spaces. The FHA, Section 504, and the ADA requires the PHA provide a reasonable accommodation for persons with disabilities.

1. Definition of Disability for Reasonable Accommodation
 - a. The term disability means with respect to an individual:
 - 1) A physical or mental impairment that substantially limits one or more major life activities of such individual;
 - 2) A record of such an impairment; or
 - 3) Being regarded as having such an impairment.
 - b. The term "substantially limits" means that the limitation is "significant" or "to a large degree."
 - c. Physical or mental impairments
 - 1) Include any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems:
 - a) Neurological
 - b) Musculoskeletal
 - c) Special sense organs
 - d) Respiratory
 - e) Including speech organs

- f) Cardiovascular
 - g) Reproductive
 - h) Digestive
 - i) Genito-Urinary
 - j) Hemic and lymphatic
 - k) Skin
 - l) Endocrine
- 2) Any mental or psychological disorder such as intellectual disability, organic brain syndrome, emotional or mental illness, and specific learning disability.
- 3) Diseases and conditions or orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus Infection, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of controlled substance), and alcoholism.
- d. Major life activities or major bodily functions include but are not limited:
 - 1) Seeing
 - 2) Hearing
 - 3) Walking
 - 4) Breathing
 - 5) Performing manual tasks
 - 6) Caring for oneself
 - 7) Learning
 - 8) Speaking
 - 9) Working
- 2. Request for a Reasonable Accommodation

A request for a reasonable accommodation may be made orally or in writing. It is not necessary for the words "reasonable accommodation", "assistance animal", or any other special words to be used in the request for a reasonable accommodation.

 - a. Persons with disabilities or someone on their behalf (a person legally residing in the unit with the person with disabilities, a legal guardian, or authorized representative) may make a request for a reasonable accommodation at any time.
 - b. The request for reasonable accommodations can be made either before or after acquiring the assistance animal.

- c. The request for reasonable accommodations can be made after the PHA seeks to terminate the resident's lease or tenancy because of the animal's presence.
- d. The PHA will assess each request for a reasonable accommodation on an individualized basis.

3. Verification of Disability and Need for an Assistance Animal

The PHA will make necessary a reasonable accommodation for a person with disabilities needing an assistance animal if:

- a. The PHA verifies that the animal qualifies as an assistance animal under ADA. An assistance animal will qualify as a reasonable accommodation if needed by a person with:
 - 1) A disability (has a physical or mental impairment that substantially limits one or more major life activities) as defined in the Section 504 of the FHA;
 - 2) The assistance animal is needed to assist the person with the disability because of the disability; and
 - 3) The person with the disabilities demonstrates that there is a nexus (relationship) between the disability and the assistance that the requested assistance animal provides.
- b. When the disability or disability-related need is readily apparent or already known to the PHA, further inquiries about the disability are unnecessary and inappropriate because the animal is an assistance animal.
- c. When the disability or disability-related need is not readily apparent or already known to the PHA or what services the animal provides is not obvious, the PHA may only ask:
 - 1) Is the animal required because of a disability? and
 - 2) What work or task has the animal been trained to perform?
 - 3) The PHA may request reliable documentation when an individual requesting a reasonable accommodation has a disability or disability-related need for an accommodation that is not obvious or otherwise known to the PHA.
 - a) Such documentation from the internet is not, by itself, sufficient to reliably establish that an individual has a disability that is not readily apparent or disability-related need for an assistance animal.
 - b) Verifications provided by companies providing online certification of non-observable disabilities or disability related need for an assistance animal will not be accepted as the interview is conducted by a person who does not regularly treat the disabled individual for their disability.
 - c) If the health care professional who has personal knowledge of the individual's disability or disability-related need for an assistance animal, delivers services remotely, including the internet, the PHA will accept the documentation.

- d. The PHA may not request a person with disabilities to provide access to medical records, medical providers, or provide detailed or extensive information or documentation of the person with disabilities' physical or mental impairment.

4. Denial of the Request for Reasonable Accommodation

The PHA may deny the request for reasonable accommodations if the request would impose an undue financial and administrative burden or would fundamentally alter the nature of the PHA's services.

The PHA may deny the request for reasonable accommodations from a person with disabilities for an assistance animal if:

- a. There is no correlation between the verified disability and the animal requested;
- b. The specific assistance animal poses a direct threat to the health, harm, or safety of others that cannot be reduced to an acceptable level through actions the individual takes to maintain or control the animal or eliminated by another reasonable accommodation; or
- c. The specific assistance animal would cause substantial physical damage to PHA-property or the property of other residents that cannot be reduced or eliminated by another reasonable accommodation.
- d. The PHA will not unreasonably delay the response or deny a request for a reasonable accommodation.
- e. The PHA will not make as a condition of the reasonable accommodation response the payment of a fee or deposit or other terms and conditions which are applied to pet owners.
- f. Persons who believe a request for a reasonable accommodation has been improperly denied may file a grievance or file a complaint with HUD.

D. TYPE OF ASSISTANCE ANIMALS

The assistance animal plays an important role in assisting a person with disabilities. While dogs are the most common assistance animal, other animals can also be an assistance animal.

1. Animals commonly kept in households

- a. Domesticated animals that are traditionally kept in the household for pleasure rather than for commercial purposes, such as a dog, cat, small bird, rodents (including a rabbit, hamster, gerbil, other rodent), fish, and turtle.
- b. Reptiles (other than turtles), barnyard animals, monkeys, kangaroos, and other non-domesticated animals are not considered common household animals.

2. Unique animals

- a. If the person with disabilities requests an animal that is not commonly kept in households, the requester must demonstrate the disability-related therapeutic need for the specific animal or the specific type of animal.
- b. The PHA will encourage the requester to provide documentation from a health care professional confirming the need for the unique animal.
- c. The unique animal is individually trained to do work or perform tasks that cannot be performed by a dog, such as a capuchin monkey.

3. Miniature horses

In addition to the provisions about service dogs, ADA regulations have a separate provision about miniature horses that have been individually trained to do work or perform tasks for people with disabilities.

- a. Miniature horses generally range in height from 24 inches to 34 inches measured to the shoulders.
- b. Miniature horses generally weigh between 70 to 100 pounds.
- c. The PHA will modify its policies to permit miniature horses where reasonable.
- d. The four (4) assessment factors to assist the PHA in determining whether miniature horses will be accommodated are:
 - 1) Whether the miniature horse is housebroken;
 - 2) Whether the miniature horse is under the resident's control;
 - 3) Whether the PHA can accommodate the miniature horse's type, size, and weight; and
 - 4) Whether the miniature horse's presence will not compromise legitimate safety requirements necessary for safe operation of the PHA.

E. INSURANCE CONFLICT

If the PHA's insurance carrier would cancel, substantially increase the costs of the insurance policy, or adversely change the policy terms because of the presence of a certain breed of dog or a certain animal, HUD may find that this imposes an undue financial and administrative burden on the PHA.

1. This claim must be substantiated with the insurance carrier directly and comparable coverage must be considered.
2. If the insurance carrier has a policy that does not exempt assistance animals, the PHA will notify the HUD Office of Fair Housing and an investigation may be launched against the insurance carrier for potential disability discrimination.

GUIDELINES FOR ASSISTANCE OR PSYCHIATRIC SERVICE ANIMAL

Owners of assistance or psychiatric service animals will be required to assure required licensing, inoculations, leash restraints, and are subject to customary non-discriminatory health codes in accordance with state or local laws. The assistance animal cannot be a nuisance or pose a direct threat to the health or safety of other people, damage PHA property, or the property of others.

A. IDENTIFICATION AND LICENSURE

The assistance animal shall be licensed as required by state or local law and the resident shall show proof of current licensing to the PHA annually.

Note: If the PHA requires reverification of proof of licensing of assistance animals annually, the PHA will also require annual reverification of licensing of all pets.

B. HEALTH OF THE ASSISTANCE OR SERVICE ANIMAL

Assistance animals are required to have the proper inoculations as required by state and local law.

1. The PHA will require the resident to show proof of current inoculations of the assistance animal annually.
2. If the PHA requires reverification of proof of inoculation of assistance animals annually, the PHA will also require annual reverification of inoculations of all pets.

C. DEPOSITS AND FEES

The PHA will not charge a pet deposit or fee for an assistance animal, but the resident will be responsible for any damages directly attributable to the presence of the assistance animal.

The PHA may deduct the amount of the damage caused by the assistance animal from the standard security deposit imposed on all tenants.

D. MEDICAL EXPENSE DEDUCTION

The PHA will permit a medical expense deduction only for households in which the head or spouse is at least 62 years old or is a person with disabilities (elderly or disabled households).

If the household is eligible for a medical expense deduction, the medical expenses of all family members may be counted to the extent that the total medical expenses exceeds the medical threshold established by HUD.

1. Medical expenses may include the unreimbursed out-of-pocket costs of buying, training, and maintaining a guide dog or other service animal to assist a visually impaired or hearing disabled person, or a person with other physical disabilities. In general, this includes any costs, such as food, grooming, and veterinary care incurred in maintaining the health and vitality of the service animal so that it may perform its duties.
2. Medical expenses do not include treats, toys, or clothing for the assistance animal.

3. The PHA will follow the HUD Verification Hierarchy and the PHA's verification procedures to verify the medical expenses.

E. FINANCIAL RESPONSIBILITY FOR THE SERVICE OR ASSISTANCE ANIMAL

The resident agrees to assume all personal financial responsibility for damages to any personal or PHA-property caused by the assistance animal and assumes personal responsibility for personal injury to any party caused by the assistance animal.

F. HOUSING AND CONTROL OF THE ASSISTANCE ANIMAL

The resident will be fully responsible for the care and supervision of the assistance animal. The assistance animal shall be housed inside the dwelling unit.

1. The resident shall control the assistance animal when outside of the dwelling unit for any purpose.
2. The resident shall keep the assistance animal on a leash, tether, or harness unless the resident is unable because of a disability to use the leash, tether, or harness or the use of a leash, tether, or harness would interfere with the assistance animal's safe, effective performance of work or tasks, in which case the assistance animal must be otherwise under the resident's control (e.g., voice control, signals, or other effective means).

G. ANIMALS TEMPORARILY ON THE PREMISES

1. Residents may keep a visiting assistance animal "temporarily" in their dwelling unit if:
 - a. The animal is an assistance animal of a person with disabilities who is a guest or visitor of the resident;
 - b. The assistance animal is registered and approved in advance by the PHA;
 - c. The assistance animal is licensed and up to date on its inoculations; and
 - d. The visiting/temporary assistance animal is to be kept inside the resident's dwelling unit for a period of less than three (3) consecutive dates and nights.
2. Residents may keep a visiting pet "temporarily" in their dwelling unit if:
 - a. The pet is registered and approved in advance by the PHA;
 - b. The pet meets the definition of a "common pet";
 - c. The pet meets the common pet number and size restrictions;
 - d. The pet is licensed and is up to date on its inoculations; and
 - e. The pet is kept in the resident's dwelling unit for a period of less than three (3) consecutive dates and nights; or
3. If the resident violates this provision, The PHA will take all appropriate lease enforcement actions up to and including termination of the resident's dwelling lease as a result of Policy violations.

4. Grievance procedures that apply to other termination and eviction actions shall apply to violations of this Policy.

H. FEEDING OF THE ASSISTANCE ANIMAL

All assistance animals shall be fed inside the dwelling unit.

1. The resident is prohibited from feeding the assistance animal on the porch, sidewalk, patio, or any area outside the dwelling unit.
2. All residents are prohibited from feeding, housing, or caring for any stray animals. Such action shall constitute the resident having a pet without permission of the PHA.
3. If the resident violates this provision, the PHA will take all appropriate lease enforcement actions up to and including termination of the resident's dwelling lease as a result of Policy violations.
4. Grievance procedures that apply to other termination and eviction actions shall apply to violations of this Policy.

I. DISPOSAL OF ASSISTANCE ANIMAL WASTE

Residents are required to dispose of the waste of the assistance animal in designated areas. Animal waste means fecal matter, urine, or other excrement, digestive emission, urea, or similar substances emitted by the animal. Residents are prohibited from allowing assistance animals to deposit waste in areas outside designated waste deposit areas or litter boxes.

1. The resident is required to immediately remove the assistance animal's waste by placing the waste in a sealed plastic bag and disposing the waste in a trash container. The resident shall not:
 - a. Allow animal waste to accumulate in the dwelling unit.
 - 1) The resident must immediately clean up after the animal if the animal waste is deposited in the dwelling unit.
 - 2) The resident must keep the unit from the strong smell of animal waste.
 - b. Flush the waste of the assistance animal in the dwelling unit toilet.
 - c. Dispose of the waste of the assistance animal in any dwelling unit sink or plumbing.
 - d. Dispose of the waste of the assistance animal outside any door, on the balcony, or patio of the dwelling unit.
 - e. Dispose or place the waste of the assistance animal in any PHA facility, such as the common area or laundry room.
 - f. The resident shall not permit the waste to accumulate, become unsanitary, or unsightly.
2. Litter Box Usage: If the assistance animal uses a litter box, the litter box must be stored inside the dwelling unit and cleaned at least every two (2) days. The resident shall place

the refuse of the litter box in a sealed plastic bag and dispose it in a trash container. The resident shall not:

- b. Flush the contents of the litter box in the dwelling unit toilet.
 - c. Dispose the contents of the litter box in any dwelling unit sink or plumbing.
 - d. Dispose the contents of the litter box outside any door, on the balcony, or patio of the dwelling unit.
 - e. Place the litter box or the contents of the litter box outside any door, on the balcony, or patio of the dwelling unit.
 - f. Dispose or place the litter box or the contents of the litter box in any PHA facility, such as the common area or laundry room.
 - g. The resident shall not permit refuse from the litter box to accumulate, become unsanitary, or unsightly.
3. The resident shall be required to dispose of the sealed waste or sealed contents of the litter box in the trash container as per the trash collection policies of the PHA. The resident shall not allow the contents of the trash container to accumulate, become unsanitary, or unsightly.
 4. Waste removal charges. The resident may incur a separate waste removal charge of \$20.00 per occurrence for failure to comply with the assistance animal waste removal policies.

Note: The provisions of disposal of assistance animal waste will also apply to any pet of the resident.

Repeated failure to adhere to or violations of the disposal of the assistance animal's waste shall constitute a violation of this Policy and principal violation of the dwelling lease. If the resident violates this provision, the PHA will take all appropriate lease enforcement actions up to and including termination of the resident's dwelling lease as a result of this Policy violation. Grievance procedures that apply to other termination and eviction actions shall apply to violations of this Policy.

J. BREEDING OF THE ANIMAL

No resident shall keep, raise, train, breed, or maintain any animal of any kind at any PHA-property, including inside or outside the dwelling unit, for any commercial or illegal purpose.

K. NUISANCE

The resident is solely responsible for the conduct of the assistance animal.

1. The resident shall not permit the assistance animal to disturb, interfere, or diminish the peaceful enjoyment of the premises by other residents.
2. The terms "disturb, interfere, or diminish" shall include but not be limited to barking, howling, biting, scratching, chirping, running-at-large, and other activities of a disturbing nature.

3. The resident shall not allow the assistance animal to dig, destroy, or damage any shrubbery, plants, flowers, grass, lawn, fence, or anything on or of PHA-property.
4. If the assistance animal continues to cause a nuisance after receiving notification from the PHA, the PHA may request the resident not to bring the assistance animal into certain common areas or to remove it from the property.
5. If the resident declines, delays, or refuses to comply after receiving a written notification, the PHA shall take such actions as deemed necessary to have the assistance animal removed from PHA-property. Such action is subject to the grievance process.
6. In all cases, other reasonable accommodations will be considered.

L. THREAT TO HEALTH OR SAFETY

The PHA at its discretion shall determine what behaviors are considered a threat to health and safety.

1. No resident shall keep a vicious or intimidating assistance animal on the premises.
2. If state or local law or ordinance bans any breed of animal, the PHA will consider the actions of the specific assistance animal requested in determining whether to approve or deny its presence.
3. If the resident declines, delays, or refuses to remove the assistance animal from PHA property, after receiving notification from the PHA to remove the assistance animal to safeguard the health and welfare of the other residents, PHA staff, and/or contractors, the PHA shall take such actions as deemed necessary to have the assistance animal removed from PHA property. Such action is subject to the grievance process.
4. Any assistance animal that attacks, without justification, any resident, guest, visitor, PHA staff, PHA contractor, persons doing business with the PHA, any other person, or domestic animal, shall be immediately removed in accordance with local laws and ordinances. Attack shall mean violent or aggressive physical contact with a person or domestic animal.
5. The resident will remove any assistance animal that behaves in a violent or aggressive manner, that poses an imminent threat of physical injury, confines the movement of, including but not limited to chasing, cornering, or encircling a person or domestic animal. The PHA will work with the resident regarding alternate reasonable accommodations. If the resident refuses to remove the assistance animal and refuses all alternative reasonable accommodations, the PHA may terminate the resident's assistance. Such action is subject to the grievance process.

M. ALTERATIONS OF THE DWELLING UNIT

The resident shall not alter the dwelling unit or surrounding PHA-property to create a space, hole, container, or enclosure for any animal, including the assistance animal. The resident may not alter the patio or common areas to accommodate the assistance animal. Installation of pet doors are prohibited.

N. INSPECTION, MAINTENANCE, AND WORK ORDERS

Inspection of the dwelling unit will be performed during reasonable hours, after proper notice has been given to the resident, except in an emergency.

1. The resident or other responsible adult must be present and available to secure, remove, or physically control the assistance animal during times that PHA staff (including PHA maintenance staff) or agents of the PHA are in the dwelling unit performing annual inspections, requested or preventative maintenance inspections, routine work orders, housekeeping inspections, or at other times identified in the dwelling lease.
2. Non-emergency work orders will be completed only if the resident or responsible family member is present and available to physically control and secure the assistance animal, or when the assistance animal has been caged, or when the assistance animal has been removed from the dwelling unit.
3. In emergency situations, entry will be made immediately. The PHA will provide a notice and the reason why the emergency entry was made.
4. The PHA will not be responsible for any animal, including the assistance animal, which gets out of the dwelling unit when PHA staff (including PHA maintenance staff) or agents enters the dwelling unit for the purpose of performing any inspection or maintenance duties.

O. ALTERNATIVE CUSTODIAN FOR THE ASSISTANCE ANIMAL

Each resident shall identify an alternate custodian for the care of the animal.

1. Verification will be obtained by the PHA from the named alternate custodian of their willingness to care for the animal.
2. If the resident is ill, absent from the dwelling unit, unable to care for the animal, or in the event of the death of the resident, the alternate custodian shall assume responsibility for the care and keeping of the animal, including, if necessary, the removal of the animal from PHA property.

P. PHA REMOVAL OF THE ASSISTANCE ANIMAL

The resident agrees that the PHA shall have the right to request removal of any assistance animal if the assistance animal is not housebroken, becomes vicious, is out of control and the resident does not take effective actions to control it, or if the assistance animal demonstrates other behavior that constitutes an immediate threat to the health or safety of the tenancy of other residents.

1. If the PHA requests that the resident remove the assistance animal and the resident refuses to do so, or if the resident fails to take no effective action to control the assistance animal's behavior so that the threat is mitigated or eliminated, the PHA shall have the right to remove the assistance animal from the premises.
2. If PHA is unable to contact the resident or alternative custodian to make the request, the PHA may take such actions as deemed necessary, e.g., placing the assistance animal in an

animal care facility that will provide the assistance animal with care and shelter at the expense of the resident for a period not to exceed 30 days.

3. PHA staff shall enter a dwelling unit where an assistance animal has been left untended for 24 hours, remove the assistance animal and transfer it to the proper local authorities, subject to any provisions of state or local law or ordinances in this regard. The PHA shall accept no responsibility for the assistance animal under such circumstances.

When the PHA requests the assistance animal removal, the PHA will offer the person with disabilities the opportunity to obtain good and services without the assistance animal's presence.

ASSISTANCE ANIMAL VIOLATION PROCEDURES

The resident agrees to comply with the following:

A. NOTICE OF ASSISTANCE ANIMAL POLICY VIOLATION

If the PHA determines on the basis of objective facts, supported by written statements, that the resident has violated a policy governing the keeping of assistance animals, the PHA will serve a written notice to the resident of the policy violation. This will be accomplished by first class mail, or by serving a copy of the notice on any adult answering the door at the resident's leased dwelling unit. If no adult responds, the PHA will place the notice under or through the door or attach the notice to the door.

The notice of policy violation will be in writing and will:

1. Contain a brief statement of the factual basis for the determination and the policy or policies alleged to be violated;
2. State that the resident has five (5) business days from the effective date the notice was served to correct the violation (including in appropriate circumstances, removal of the assistance animal) or to make a written request for a meeting to discuss the violation;
3. State that the resident is entitled to be accompanied by another person of his or her choice at the meeting; and
4. State that the resident's failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in initiation of procedures to have the assistance animal removed and/or terminate the resident's dwelling lease or both.

B. POLICY VIOLATION MEETING

If the resident makes a request, within five (5) business days of the notice of policy violation, for a meeting to discuss the alleged violation, the PHA will establish a mutually agreeable time and place for the meeting within three (3) calendar days from the effective date of service of the notice of policy violation.

At the policy violation meeting, the resident and PHA shall discuss any alleged policy violation and attempt to correct it. The PHA may as a result of the meeting, give the resident additional time to correct the violation.

C. NOTICE FOR ASSISTANCE ANIMAL REMOVAL

If the PHA determines that the resident has failed to correct the policy violation within the time permitted by in this section (including any additional time permitted by the PHA), or if the parties are unable to resolve the problem, the PHA may serve a written notice to the resident requiring the resident to remove the assistance animal. This will be accomplished by first class mail, or by servicing a copy of the notice on any adult answering the door at the resident's leased dwelling unit. If no adult responds, the PHA will place the notice under or through the door or attach the notice to the door. The PHA may also serve the written notice at the meeting. The notice will be in writing and will:

1. Contain a brief statement of the factual basis for the determination and the section of the lease that has been violated;
2. Contain a brief statement of all attempted reasonable accommodations made by the PHA;
3. State that the resident must remove the assistance animal within 10 business days of the effective date of the notice of removal (or the meeting, if notice is served at the meeting); and
4. State that failure to remove the assistance animal may result in initiation of the procedures to have the assistance animal removed or terminate the resident's dwelling lease or both.

The procedures do not apply in cases where the assistance animal in question presents an immediate threat to the health and safety of others or if the assistance animal is being treated in an inhumane manner. In such cases the provisions in paragraph P of this Policy shall apply.

D. LEASE ENFORCEMENT AND TERMINATION OF TENANCY

Violations of this Policy will be considered a violation of a material term of the dwelling lease. The PHA will take all appropriate lease enforcement actions up to and including termination of the resident's dwelling lease as a result of Policy violations.

Grievance procedures that apply to other termination and eviction actions shall apply to violations of this Policy.

E. CONFLICT WITH STATE OR LOCAL LAW

The Assistance and Service Animal Policy adopted by the PHA shall not conflict with applicable state or local law or regulations. If such conflict occurs, the state and local law or regulation shall rule.

F. CHANGES IN LAWS AND REGULATIONS

In the event an applicable law or regulation is modified or eliminated, or a new law or regulation is adopted, the revised law or regulation shall, to the extent inconsistent with this Policy, automatically supersede this Policy.

The PHA will revise this Policy periodically as approved by the PHA Board of Commissioners.

APPENDIX: A

APPLICATION FOR AN ASSISTANCE ANIMAL

Complete this form if you have a disability and would like to request an assistance or service animal as a reasonable accommodation. *Completion of this form is optional but will assist the PHA in determining your need for an assistance animal.*

Tenant Name: _____

Address: _____

Contact Information: Telephone#: _____ Email Address: _____

Person requesting reasonable accommodation, if different from tenant: _____

Relationship to tenant: _____

Please answer the following questions:

1. Is it readily apparent that the assistance animal is a trained service animal (for example, an animal trained to assist you with a visual impairment or other physical disability)? ☐ Yes ☐ No
2. If you answered NO to the first question, please complete the following:
 - a. Type of animal: _____
 - b. Is the animal required because of a disability? ☐ Yes ☐ No
 - c. Have you provided the Housing Authority with verification of the disability? ☐ Yes ☐ No
 - d. Does the animal perform work or do tasks for you because of your disability? ☐ Yes ☐ No
 - e. Does the animal reduce or alleviate a symptom or effect of your disability? ☐ Yes ☐ No
 - f. If this request is for a 2nd assistance animal:
 - 1) What symptom or effect of your disability is reduced or alleviated by the current (1st) assistance animal? _____
 - 2) What symptom or effect of your disability is reduced or alleviated by the 2nd requested assistance animal? _____

Printed Name of Requester or Parent if Requester is a Minor

Signature of Requester or Parent

_____/_____/_____
Date

PENALTIES FOR MISUSING THIS CONSENT:

Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government. HUD and any PHA (or any employee of HUD or the PHA) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form. Use of the information collected based on this verification form is restricted to the purposes cited above. Any person who knowingly or willingly requests, obtains, or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages and seek other relief, as may be appropriate, against the officer or employee of HUD or the PHA responsible for the unauthorized disclosure or improper use. Penalty provisions for misusing the social security number are contained in the Social Security Act at 208 (a) (6), (7) and (8). Violations of these provisions are cited as violations of 42 USC 408 (a), (6), (7) and (8).



APPENDIX: B

AUTHORIZATION AND CONSENT TO RELEASE INFORMATION

TO: _____

Name of medical or mental health professional who treats the below named individual for his/her disability.

Address: _____

Contact Information: Telephone #: _____ Email Address: _____

FROM: Housing Authority: _____

Contact Name: _____

Contact Information: Telephone #: _____ Email Address: _____

I, _____ (tenant name) am requesting that _____ permit me to keep an assistance animal as a reasonable accommodation for my disability. In connection with that application, I am requesting that you complete this form regarding my disability.

RELEASE: I hereby request and authorize the above individual, organization, or facility to provide the information requested about my need for an assistance or support animal.

Information obtained under this consent is limited to information that is no older than 12 months from the date executed.

Printed Tenant Name: _____

Social Security #: _____

Address: _____

Contact Information: Telephone #: _____ Email Address: _____

Printed Name of Requester or Parent if Requester is a Minor

Signature of Requester or Parent

_____/_____/_____
Date

PENALTIES FOR MISUSING THIS CONSENT

Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government. HUD and any PHA (or any employee of HUD or the PHA) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form. Use of the information collected based on this verification form is restricted to the purposes cited above. Any person who knowingly or willingly requests, obtains, or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages and seek other relief, as may be appropriate, against the officer or employee of HUD or the PHA responsible for the unauthorized disclosure or improper use. Penalty provisions for misusing the social security number are contained in the Social Security Act at 208 (a) (6), (7) and (8). Violations of these provisions are cited as violations of 42 USC 408 (a), (6), (7) and (8).

APPENDIX: C



VERIFICATION OF NEED FOR AN ASSISTANCE ANIMAL

TO BE COMPLETED BY A MENTAL OR PHYSICAL HEALTH CARE PROFESSIONAL

TO: _____
Name and address of medical or mental health professional who is knowledgeable of and treats below named person's disability.

FROM: _____
Housing Authority PHA Representative Name Telephone #

Information Regarding Individual Requesting an Assistance or Emotional Support Animal

NAME: _____ SS#: _____ Address: _____

The person named above has requested an assistance or emotional support animal in the family's public housing rental unit. **A person making such a request must have a handicap that significantly limits a major life activity. The assistance or emotional support animal requested must alleviate one or more symptoms of the verified disability.** There must be a nexus between the individual's disability and the requested animal.

We ask for your cooperation in providing the following information and returning it to the Housing Authority. Your prompt return of this information will help to ensure timely processing of the request. Enclosed is a self-addressed, stamped envelope for this purpose.

Individual with handicaps (disabilities) as defined in 24 CFR 8.3 means any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment. As used in this definition, the phrase: Physical or mental impairment includes: (1) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or (2) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term physical or mental impairment includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, organ failure, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

"Major Life Activities" includes functions such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

"Has a record of such an impairment" means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

"Is regarded as having an impairment" means:

- (1) Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation;
- (2) Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of others toward such impairment; or
- (3) Has none of the defined impairments but is treated by a recipient as having such an impairment.

"Handicap" does not include any individual who is a current alcoholic or drug abuser *whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.*

Housing Authority of the City of San Marcos
ASSISTANCE AND SERVICE ANIMAL POLICY

Do you regularly treat this person for their disability? ☐ Yes ☐ No

If no, please stop and provide the name of the mental or health professional who regularly treats this individual.

If you do regularly treat this person for their disability, in your professional opinion:

1. Does this individual meet the definition of handicapped or disabled based on the definition above? *If yes, please continue.*

☐ Yes ☐ No

2. Does this individual have a disability-related need for an assistance or support animal? *If yes, please continue.*

☐ Yes ☐ No

3. What type of animal is needed to provide the assistance or support?

4. Does the animal work, provide assistance, perform tasks or services for the benefit of this person with a disability, or provide emotional support that alleviates one or more of the identified symptoms or effects of this person's existing disability? ☐ Yes ☐ No

5. If the animal does not perform work or tasks for the person with a disability, how would the animal ameliorate one or more of the symptoms or effects of the disability?

6. If you would like to submit additional supporting materials, please provide the materials with this form. *Please **do not** provide medical records.*

By my signature below, I verify that the individual named above has a mental or physical handicap that significantly limits a major life activity and of which symptoms can be relieved by an assistance or support animal.

Name and Title of Person Supplying Information

Firm/Organization/Medical Facility

Signature

/ /
Date

PENALTIES FOR MISUSING THIS CONSENT:

Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government. HUD and any PHA (or any employee of HUD or the PHA) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form. Use of the information collected based on this verification form is restricted to the purposes cited above. Any person who knowingly or willingly requests, obtains, or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages and seek other relief, as may be appropriate, against the officer or employee of HUD or the PHA responsible for the unauthorized disclosure or improper use. Penalty provisions for misusing the social security number are contained in the Social Security Act at 208 (a) (6), (7) and (8). Violations of these provisions are cited as violations of 42 USC 408 (a), (6), (7) and (8).



APPENDIX: D

ASSISTANCE AND SERVICE ANIMAL POLICY ADDENDUM

I have read and understand the above Assistance and Service Animal Policy and agree to abide by them.

Assistance/Service Animal Information:

Type of Animal and Breed

Name of Animal

Description of Animal
(color, size, weight, sex, etc.)

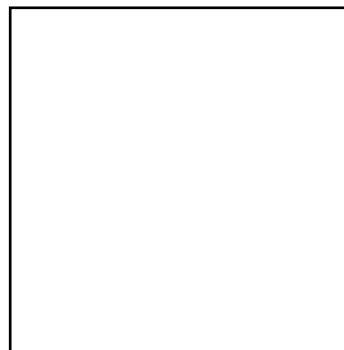


Photo of Animal

The alternate custodian for my animal is:

Custodian's Address

Custodian's Signature Accepting Responsibility

Resident's Signature

____/____/____
Date

Custodian's First, Middle, Last Name

Telephone Number

____/____/____
Date

PHA Staff Member's Signature

____/____/____
Date

NOTICE

The Nelrod Company has made its best efforts to comply with regulations, laws, and Federal/local policies. The Nelrod Company does not offer advice on legal matters or render legal opinions. We recommend that this policy be reviewed by the Housing Authority's general counsel and/or attorney prior to approval by the Board of Commissioners.

The Nelrod Company is not responsible for any changes made to these policies by any party other than The Nelrod Company.