

# **SERVICE ANIMAL POLICY**

## **For Responsible Service Animal Ownership In Public Housing**

These policy guidelines are to assist in meeting the needs of service animals, service animal-owning tenants, non service animal-owning tenants, and Marblehead Housing Authority responsibilities in the pursuit of health, happiness and peaceful co-existence in a community atmosphere.

A person requesting a service animal must be determined disabled and must submit medical documentation as to the things he/she cannot perform due to his/her disability. Certification must be presented that the service animal has been trained to do those tasks that he/she cannot perform due to his/her disability.

A disabled person requesting a service animal must submit medical documentation as to the things he/she cannot perform due to disability(ies). Certification must be presented that the service animal has been specially trained to assist the individual with a disability to whom the animal gives necessary assistance in activities of daily living in specific activities of daily living (for example, a dog guiding an individual with impaired vision or alerting an individual with impaired hearing).

There is no security deposit required for the keeping of a service animal and service animals are exempt from size limitations.

A service animal is defined by the U.S. Department of Justice Americans with Disabilities Act (ADA) regulations at 28CFR36.104 as follows:

“Service animal means any guide dog, signal dog, or other animal individually trained to do work or perform tasks for the benefit of an individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items.”

If they meet this definition, animals are considered service animals of which medical expenses are allowable as follows:

Pursuant to 760 CMR 6.05, Determination of Gross Household Income and Net Household Income, for the purposes of determining income for all applicants and tenants of state-aided public housing, as a matter of policy, the SHA will consider certain actual, reasonable and verified non-reimbursable, out of pocket household expenses related to maintaining guide and service animals as medical deduction under 760 CMR 6.05(4)(e).

When an applicant or tenant can document that a specially trained service animal is medically necessary, a deduction from gross household income will be permitted. Expenses which may be deducted include; costs of obtaining such animal, food, medical expenses including veterinarian services and prescriptions, grooming, training expenses if such expenses are incurred from a third party provider of training services, and necessary equipment such as leashes. Expenses such as dog jacket, blankets, books, beds, and toys may not be deducted.

Regarding allowable medical expenses the SHA will use the standards set by the U.S. Department of Treasury’s Internal Revenue Service (IRS), for the purposes of determining allowable expenses. IRS

Publication 502 allows as a medical expense “the cost of buying, training, and maintaining a guide dog or other animal to assist a visually-impaired or hearing-impaired person, or a person with other physical disabilities”.

### **Guidelines**

Any person who wishes to keep a service animal will be provided with a copy of the Marblehead Housing Authority's “Service Animal Policy”. The tenant shall sign a “**Service Animal Rider**” (see attached) to the lease and agree to abide by the rules listed below and those city/town ordinances applicable to the ownership and care of an animal.

### **Tenant Obligations**

The animal owner will be responsible for proper animal care, good nutrition, grooming, exercise, flea control, routine veterinary care and yearly inoculations.

The animal owner is responsible for cleaning up after the animal inside the apartment and anywhere on development property. A "pooper scooper" and disposable plastic bags should be carried by owner. All waste will be bagged and disposed of in a receptacle determined by management. Toilets are not designed to handle animal litter. Under no circumstances should any animal debris be deposited in a toilet as blockages will occur. Tenants will be responsible for the cost of repairs or replacement of any damaged toilets or pipes.

Animal blankets and bedding are not to be cleaned or washed in the laundry room for hygienic reasons.

The animal owner will keep the unit and any surrounding Marblehead Housing Authority property clean and free of animal odors, insect infestation, waste and litter and maintain the unit in a sanitary condition at all times.

The animal owner will restrain and prevent the animal from gnawing, chewing, scratching or otherwise defacing doors, walls, windows and floor coverings of the unit, other units and common areas, as well as shrubs and landscaping of the facility.

Animals are not to be tied outside or left unattended on a patio or porch.

Residents will not alter their unit, patio, or other outside areas to create an enclosure for an animal.

Animals will be restrained at all times, when outside apartment on development property. No animal shall be loose in hallways, elevators, community rooms, dining rooms or other common areas. All animal owners must be able to control their animals.

Animals will not be allowed to disturb the health, safety, rights, comfort or quiet enjoyment of other residents. An animal should not create a nuisance to neighbors with excessive barking, whining, chirping, or other unruly behavior.

Resident animal owners must provide litter boxes for cat waste which must be kept in the owner's unit. Litter boxes shall be kept clean and odor free.

The resident is responsible for providing management with the following information and documents which are to be kept on file in the tenant's folder. The resident is responsible for keeping management informed of any change of information.

- a) a color photo and identifying description of the animal;
- b) attending veterinarian's name, address and telephone number;
- c) veterinary certificates of spaying or neutering, rabies, distemper combination, parvovirus, felineVRC, feline leukemia testing and other inoculations when applicable;
- d) dog licensing certificate in accordance with local and state laws;
- e) two (2) alternate caretakers, their names, addresses and telephone numbers, who will assume immediate responsibility for the care of the animal should the owner become incapacitated; these caretakers must be verified in writing by signing the Lease Animal Rider acknowledging their responsibilities as specified;
- f) emergency boarding accommodations;
- g) temporary ownership (overnight or short term) shall be registered with Marblehead Housing Authority under the rules and regulations.

### **Management's Responsibilities**

Establishment of a **Pet/Animal Committee** consisting of animal owners, non-animal owners, local interested humane groups and veterinarians, their staff, and volunteers who have knowledge of animal issues, for in-house animal ownership management.

The Salem Housing Authority shall post the rules and regulations of service animal ownership and maintenance and enforcement, including any changes thereto, in the management office and shall inform all registered animal owners of any changes in such rules and regulations as approved by DHCD and HUD.

Proper record keeping of owner's and animal's pertinent information, apartment inspections, investigation of complaints, and issuing of warning, billing for damages, scheduling for repairs, etc.

All written complaints shall be referred to the Pet/Animal Committee for resolution. No credence shall be given by the Pet/Animal Committee to verbal or unsigned complaints. Marblehead Housing Authority will also inform the resident of any other rule infractions and will duly notify the Pet/Animal Committee for attempted resolution.

Upon second notice of a written legitimate complaint from the Pet/Animal Committee to the resident, the resident shall be advised that a further notice shall be cause for termination of the Animal Rider provision; except that in the case of a serious problem, e.g. a vicious dog, this procedure may be shortened in the interest of public safety.

### **Liability of Animal Owner for Damage or Injury**

Repairing or replacing damaged areas of the exterior, interior, doors, walls, floor coverings and fixtures in the unit, common areas or other areas damaged by tenant's animal.

Cleaning, deodorizing and sanitizing carpeting and other floor coverings in the unit as necessitated by presence of animal.

Charges for damage will include materials and labor. Payment plans may be negotiated between management and the animal owner at the discretion of the Executive Director. Disputes concerning amount of damages are subject to the grievance procedures provided for in DHCD and HUD regulations.

### **Pet/Animal Committee**

Marblehead Housing Authority will established a Pet/Animal Committee that is responsible for resolving complaints which may arise at each development.

The purpose of the Pet/Animal Committee is to alleviate the Marblehead Housing Authority's involvement with tenant's questions and complaints concerning tenant's animals. The Pet/Animal Committee should also monitor how the ownership of animals affects the quality of life for both animal-owning tenants and non-animal owning tenants and report any recommendations to management.

The Pet/Animal Committee could assist tenants with the following:

- veterinary care, discounts for seniors and animals, low-cost spaying and neutering
- animal behavior consultant for obedience problems
- local humane societies that would assist with any problems arising in the facility
- information on proper animal care and responsible animal ownership

The Pet/Animal Committee will notify the Marblehead Housing Authority of any unresolved complaints.

### **Resolution of Complaints**

The Pet/Animal Committee shall accept and attempt to resolve any complaints made concerning an animal by any resident of public housing. The Pet/Animal Committee will be the first line of complaint receipt as well as complaint resolution. Written complaints will be made to the Pet/Animal Committee which will approach the animal owner about such complaints and attempt to reach a resolution with the animal owner.

The Pet/Animal Committee shall work in locating and using resources to help tenants and management in the solution of animal problems.

### **Pet/Animal Grievance Procedure**

If the Pet/Animal Committee fails to resolve a matter or if the animal owner or a complaining party is dissatisfied with the Pet/Animal Committee's resolution he/she may file a grievance regarding an animal under the grievance procedure in effect for the development in which the animal is kept.

### **Protection of Animals**

Identification cards, carried in purse or wallet, naming veterinarian and caretaker should be with the animal owner at all times. In the event of a sudden illness or accident, attending authorities would notify the Marblehead Housing Authority to assist the animal and avoid delay in proper care of the animal.

No animal is to remain unattended, without proper care, for more than 24 hours, except in the case of a dog which shall be no more than 12 hours.

If the health or safety of an animal is threatened by incapacity or death of the owner, the Pet/Animal Committee and/or the Marblehead Housing Authority will contact the caretakers designated by the resident.

### **Removal of an Animal**

If caretakers are unable or unwilling to assume responsibility for the animal and the resident is unable to locate alternates, the Marblehead Housing Authority may enter the premises, remove the animal, and arrange for animal care for less than ten days to protect the animal. The Marblehead Housing Authority may contact the Massachusetts Society for the Prevention of Cruelty to Animals or other suitable humane society for assistance in providing alternate arrangements for the care of the animal if the caretaker cannot be located.

Termination of Lease proceedings may be instituted if the animal owner is in violation of these guidelines, which the animal owner has agreed to abide by in signing the Animal Rider attached to the lease. Termination of Lease proceedings may also be instituted if the animal owner has been warned three times by the Pet/Animal Committee.

### **Amendments**

This Service Animal Policy may be amended from time to time as necessary.

Approved by the MHA Board 2/15/2022

**Animal Rider**

This Animal Rider to the lease between \_\_\_\_\_ of  
(Resident)  
\_\_\_\_\_ and the Marblehead Housing  
Authority  
(Address)  
is made a part of the lease entered between the parties on \_\_\_\_\_.  
(Date)

1. Both parties have read, agreed to, and signed the attached Service Animal Guidelines in effect.
2. The resident will keep his/her service animal in a responsible manner and provide proper care for it as provided in said Guidelines.
3. In accordance with the Guidelines, the resident will provide the name, address and telephone number, in the space provided below, of two animal caretakers who by signing this form will assume responsibility for the animal should the resident become unable to care for the animal, including any damages or medical expenses. Resident will also provide the name, address and telephone number of the veterinarian responsible for the animal's health care.

**Animal Caretaker #1**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Cell phone: \_\_\_\_\_

Signature: \_\_\_\_\_

**Animal Caretaker #2**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Cell phone: \_\_\_\_\_

Signature: \_\_\_\_\_

**Veterinarian**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

4. If resident is unable to provide the name of an animal caretaker he/she will provide details of other arrangements which have been made for the proper care of the animal.
5. The animal owner agrees to abide by each rule enumerated in the Guidelines as outlined above, attached hereto and incorporated by reference, and further agrees to abide by any decision of the Pet/Animal Committee should a complaint arise. Said hearing by the Pet/Animal Committee shall satisfy the hearing requirement for any disputes arising on lease provisions.
6. Non-compliance with the decision of the Pet/Animal Committee shall be sufficient cause for termination of the residential lease to which this rider is attached.
7. It is the animal owner's responsibility to update the information listed in item #3.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Marblehead Housing Representative

\_\_\_\_\_  
Date