

## **ROGERSVILLE HOUSING AUTHORITY REASONABLE ACCOMMODATION POLICY AND PROCEDURES**

The Rogersville Housing Authority is committed to ensuring that its policies and procedures do not deny individuals with disabilities the opportunity to participate in, or benefit from, nor otherwise discriminate against individuals with disabilities, on the basis of disability, in connection with the operations of Rogersville Housing Authority's programs, services and activities.

Therefore, if an individual with a disability requires an accommodation such as an accessible feature or modification to a Rogersville Housing Authority policy, Rogersville Housing Authority will provide such accommodation unless doing so would result in a fundamental alteration in the nature of the program; or an undue financial and administrative burden.

A reasonable accommodation is a change, modification, alteration or adaptation in policy, procedure, practice, program, or facility that provides a qualified individual with a disability the opportunity to participate in, or benefit from, a program or activity.

Rogersville Housing Authority will post a copy of this Reasonable Accommodation Policy and Procedures in the office at 902 Locust Street, Rogersville, TN 37857. In addition, individuals may obtain a copy of this Reasonable Accommodation Policy and Procedures, upon request, from the Rogersville Housing Authority's Property Manager.

### **LEGAL AUTHORITY**

The Rogersville Housing Authority is subject to Federal civil rights laws and regulations. This Reasonable Accommodation Policy is based on the following statutes or regulations. See Section 504 of the Rehabilitation Act of 1973 (Section 504); Title II of the Americans with Disabilities Act of 1990 (ADA); the Fair Housing Act of 1968, as amended (Fair Housing Act); the Architectural Barriers Act of 1968, and the respective implementing regulations for each Act.

### **STAFF TRAINING**

The Executive Director will ensure that all appropriate Rogersville Housing Authority staff receives training on Fair Housing and Reasonable Accommodation Policies and Procedures, including all applicable Federal, State and local requirements regarding Fair Housing and Reasonable Accommodations.

### **GENERAL POLICY INFORMATION:**

The requirement to provide reasonable accommodation is intended to provide, for persons with disabilities, equal opportunity to participate in all housing programs administered by the Rogersville Housing Authority through modification of policies, procedures, or structures. This policy is not intended to provide greater program benefits to persons with disabilities than to non-disabled residents, program participants or applicants. It may mean, however, that persons with disabilities will sometimes be treated differently, in order to ensure equal access to programs and services.

Reasonable accommodation methods or actions that may be appropriate for a particular individual may be found to be inappropriate for another program or individual. The decision to approve or

deny a request for a reasonable accommodation is made on a case-by-case basis and takes into consideration the disability and the needs to the individual as well as the nature of the program or activity in which the individual seeks to participate.

*The Notice to Applicants with Disabilities regarding Reasonable Accommodations and Nondiscrimination on the Basis of Disability* (included at the end of this policy) will be given to applicants and residents during the admission and occupancy cycle, including but not limited to during the recertification process and upon request. Forms and other documents used for applicants and residents will, to the extent feasible, be written in plain, intelligible language. When appropriate, the Rogersville Housing Authority will provide documents in accessible formats, provide auxiliary aids, or upon request, communicate with a third party designated by the applicant or resident.

Reasonable accommodations are made in response to individual requests from a qualified person with disabilities. Accommodations will be unique to the individual with disabilities; individuals with the same disability may not need, or desire, the same level of accommodation. There is no standard approach. What works for one person may not work for another in the same situation.

The Rogersville Housing Authority will not provide supportive services, e.g., counseling, medical, or social services that fall outside the range of services offered to residents. Further, Rogersville Housing Authority will make modifications in order to enable a qualified applicant/resident with disabilities to live in public housing, if approved.

## **DEFINITIONS:**

**Applicant:** A person who successfully follows all the required steps identified by the Rogersville Housing Authority as necessary for becoming a participant in the Public Housing Program.

**Assistance/Service Animal:** Animals that are used to give assistance to persons with disabilities and are necessary as a reasonable accommodation. Assistance animals are also referred to as service animals, support animals or therapeutic animals.

**Major Life Activities:** These include caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working. This is not an exhaustive list; other life activities can also be major.

**Mitigating Circumstances:** Situations in which a requested reasonable accommodation enables an applicant or resident to become lease compliant.

**Resident:** A person who successfully follows all of the required steps identified by the Rogersville Housing Authority as necessary for residing in a dwelling administered under Rogersville Housing Authority's Public Housing Program.

**Persons with Disabilities:** A person who 1) has a physical or mental impairment that substantially limits one or more major life activities, 2) has a record of such impairment, or 3) is regarded as having such impairment.

**Physical or Mental Impairment:** A variety of conditions, diseases, illnesses, disfigurements and disorders including hearing/orthopedic/visual/speech impairments, alcoholism, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) cerebral palsy, cancer, or HIV infection, if the impairment substantially limits one or more major life activities.

**Reasonable Accommodation:** A change, adaptation or modification to a policy, program, service, or workplace, which will allow a qualified person with a disability to participate fully in a program, take advantage of a service, or perform a job. Reasonable accommodations may include, for example those, which are necessary in order for the person with a disability to use and enjoy his or her dwelling, including public and common use spaces.

**Verification source:** a qualified professional (not necessarily a physician) having knowledge of a person's disability who can verify the person's disability and need for a reasonable accommodation.

## **AUXILLIARY AIDS AND EXAMPLES OF REASONABLE ACCOMMODATIONS**

To facilitate communication with persons with disabilities, the Rogersville Housing Authority shall furnish appropriate auxiliary aids. "Auxiliary aids" means services or devices that enable persons with impaired sensory, manual or oral skills to have an equal opportunity to participate in, and enjoy, the benefits of programs and activities. However, the Rogersville Housing Authority is not required to provide individually prescribed devices, such as readers for personal use or study, personal hearing aids, walkers, canes, wheelchairs, or other devices of a personal nature. In determining what auxiliary aids are necessary, the Rogersville Housing Authority shall give primary consideration to request(s) of the individual with disabilities.

Types of auxiliary aids and reasonable accommodations that the Rogersville Housing Authority, when necessary and appropriate, readily supplies to applicants and residents include but are not limited to:

- A. Making a unit, part of a unit or public and common use element accessible for the head of household or a household member with a disability who is on the lease;
- B. Permitting a family to have a service or assistance animal necessary to assist a family member with a disability;
- C. Allowing a live-in aid to reside in a Rogersville Housing Authority unit;
- D. Transferring a resident to a larger size unit to provide a separate bedroom for a person with a disability;
- E. Transferring a resident to a unit on a lower level or a unit that is completely on one level;
- F. Installing strobe type flashing lights and other such equipment for a family member with a hearing impairment;
- G. Providing additional explanation of program rules and requirements.
- H. Offering documents, in accessible formats (e.g., larger type or computer disk) and in plain language.

- I. Permitting rent payments and required communications to be mailed rather than delivered in person.
- J. Providing accessible housing to applicants and residents.
- K. Providing another housing offer if an applicant or resident can demonstrate good cause that the rejection of the initial housing offer, for example, was because of the disability of an applicant or resident's household member.
- L. Providing auxiliary aids, such as pencil and paper for those with speech difficulties, Telecommunication Device for the Deaf (TDD), a qualified sign language interpreter, or a reader when necessary for effective communication between the Rogersville Housing Authority and an applicant or resident.
- M. Sending mail or making phone calls to a person designated as a contact person by the person with disabilities.
- N. Considering the impact of "mitigating circumstances" regarding the rejection of an applicant for housing or when terminating the lease or terminating housing assistance to an applicant or resident.

If the applicant/resident request such consideration or if more information is required, the Rogersville Housing Authority will ask the applicant/resident to verify:

- 1. That the applicant/resident has a disability;
  - 2. That the specific situation (s) that lead to application rejection or lease termination is/are caused by or occurred because of the disability or that the disability substantially contributes to the specific situation(s) that led to applicant rejection or lease /housing assistance termination;
  - 3. That the proposed accommodation can reasonably be expected to prevent the recurrence of the situation(s) that led to application rejection or lease/housing assistance termination.
- O. Reinstating applications of persons with disabilities, if the reason they did not submit their applications or respond to housing offers in the required time was reasonably related to their disability. Decisions will be made on a case-by-case basis, considering whether, because of the person's disability, the person was prevented from responding in time and considering reasons for reinstating of applicants normally allowed for people with disabilities.
  - P. Reinstating applications of persons with disabilities, if the reason they did not submit their applications or respond to housing offers in the required time was failure on the part of the Rogersville Housing Authority to provide effective communication.
  - Q. Permitting an outside agency or family member to assist an applicant or resident in meeting screening criteria or meeting essential lease obligations.

Aids, benefits, and services, to be equally effective, are not required to produce identical results for individuals with disabilities and non-disabled persons, but to afford individuals with disabilities equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement.

#### **FUNDAMENTAL ALTERATIONS TO THE PROGRAM OR UNDUE FINANCIAL AND ADMINISTRATIVE BURDEN**

The Rogersville Housing Authority will deny reasonable accommodation requests which would require a fundamental alteration in the nature of its programs, services or activities, or which would create an undue financial and administrative burden or which are neither reasonable nor necessary. Determining a request for accommodation to be a fundamental alteration does not eliminate Rogersville Housing Authority's compliance responsibility. If a requested action would result in a fundamental alteration or undue financial and administrative burden, the Rogersville Housing Authority may take another action that would not result in a fundamental alteration but would nevertheless ensure that the person would have an equal opportunity to receive the program benefits and services. Rogersville Housing Authority's determinations with respect to fundamental alterations will be made on a case-by-case basis.

#### **ESSENTIAL OBLIGATIONS OF TENANCY**

To help identify fundamental operations in the programs, six essential obligations of tenancy are listed below:

- A. To pay rent and other charges under the lease in a timely manner;
- B. To care for and avoid damaging the unit and common areas; to use facilities and equipment in a reasonable way; to create no health or safety hazards and to report maintenance needs;

- C. Not to interfere with the rights and enjoyment of others and not to damage the property of others;
- D. Not to engage in criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents or staff; not to engage in drug-related criminal activity on or off the premises;
- E. To comply with all applicable U.S. HUD regulations, and Rogersville Housing Authority rules and documents (including the Rogersville Housing Authority Public Housing Lease, Community Policies and ACOP) and to comply with health and safety codes; and
- F. Actions that would change the essential obligations of tenancy;

### **TYPES OF ACTIONS CONSIDERED BEING A FUNDAMENTAL ALTERATION**

Types of activities that would be considered to be a fundamental alteration to the program include but are not limited to:

- A. Actions that require substantial modifications to, or elimination of, essential lease provisions, community policy provisions, or program eligibility or screening requirements based on the obligations of tenancy (e.g., admission of an unqualified family or family member):
- B. Actions that require the Rogersville Housing Authority to add supportive services; e.g., counseling, medical, or social services, that fall outside the range of existing services offered by the Rogersville Housing Authority;
- C. Actions that require the Rogersville Housing Authority to offer housing or benefits of a fundamentally different nature from the type of housing or benefits that Rogersville Housing Authority offers; or
- D. Actions that substantially impair the Rogersville Housing Authority's ability to meet its essential obligations as a landlord, as defined in the Rogersville Housing Authority's Dwelling Lease. Rogersville Housing Authority obligations under the lease include management, administrative, maintenance, or other services required for the operation of the program or upkeep of the property.

### **REASONABLE ACCOMMODATION PROCEDURES**

The Rogersville Housing Authority will provide the *"Request for Reasonable Accommodation" Form*, to all applicants, residents or individuals with disabilities who request a reasonable accommodation. The Reasonable Accommodation Request Form includes various forms of reasonable accommodations as well as the general principles of reasonable accommodation.

Individuals must submit their reasonable accommodation requests in writing. If needed as a reasonable accommodation, the Rogersville Housing Authority will assist the individual in completing the Request Form.

- A. During any point in the application process, applicants may make written request using the Request for Reasonable Accommodation Form. Rogersville Housing Authority will provide applicants with appropriate auxiliary aids and services, including qualified sign language interpreters and readers, upon request.
- B. Rogersville Housing Authority will provide all residents with the Request for Reasonable Accommodation form during the annual re-certification upon request. The Rogersville Housing Authority will provide the Request for Reasonable Accommodation Form in an alternate form, upon request.
- C. Residents seeking accommodation (s) may contact the Property Manager at the office at 902 Locust Street, Rogersville, TN.
- D. Within ten (10) business days of receipt, the Property Manager will respond to the Resident's Request.
- E. If additional information or documentation is required, the Property Manager will notify the resident, in writing, of the need for the additional information or documentation. The written notification should provide the resident with a reply date for submission of the outstanding information or documentation.
- F. Within ten (10) business days of receipt of the request and, if necessary, all supporting documentation, Rogersville Housing Authority will provide written notification to the resident, of its decision to approve or deny the residents request(s). Upon request, the written notification will be provided in an alternate format.

- G. If Rogersville Housing Authority approves the accommodation request (s), the resident will be notified of the projected date for implementation.
- H. If the accommodation is denied, the resident will be notified of the reasons for denial. In addition, the notification of the denial will also provide the resident with the information regarding Rogersville Housing Authority's Grievance Procedures.
- I. All requests for reasonable accommodations that are approved by the Property Manager will be promptly implemented or begin the process of implementation.

#### **VERIFICATION OF REASONABLE ACCOMMODATION REQUEST**

Rogersville Housing Authority will request documentation of the need for a Reasonable Accommodation as identified on the Reasonable Accommodation Request Form. In addition, Rogersville Housing Authority may request that the individual provide suggested reasonable accommodations.

The Rogersville Housing Authority will verify a person's disability only to the extent necessary to ensure that individuals who have requested a reasonable accommodation have a disability-based need for the requested accommodation, and that the requested accommodation would (or will) provide the applicant or resident with an equal opportunity to use and enjoy the housing programs.

The following may provide verification of a resident's disability and the need for the requested accommodation (s):

- A. Physician;
- B. Licensed health professional;
- C. Professional representing a social service agency; or
- D. Disability agency or clinic.

#### **DENIAL OF REASONABLE ACCOMMODATION REQUESTS(S)**

Requested accommodations will not be approved if one of the following would occur as a result:

- A. A violation of Local, State and/or Federal law;
- B. A fundamental alteration in the nature of the Rogersville Housing Authority public housing program;
- C. An undue financial and administrative burden on Rogersville Housing Authority;
- D. A structurally infeasible alteration; or
- E. An alteration requiring the removal or alteration of a load-bearing structural member;

#### **TRANSFER AS REASONABLE ACCOMMODATION**

The reasonable accommodation policies mentioned throughout this document apply to transfers based on a request for reasonable accommodation. Transfers based on a request for reasonable accommodation in Public Housing programs shall be documented in the same manner (as indicated throughout this policy) as other reasonable accommodation requests are documented (e.g. a Reasonable Accommodation Request form must be filled out).

The Rogersville Housing Authority shall not require, or recommend as an alternative that a resident with a disability must accept a transfer instead of providing some other reasonable accommodation. However if a public housing resident with disability requests dwelling unit modifications that involve structural changes, including, but not limited to widening entrances, rooms, or hallways, and there is a vacant, comparable, appropriately-sized unit in the resident's development, an adjacent development or a development to which the resident has expressed a willingness to move, or any other property owned by the Rogersville Housing Authority, the Rogersville Housing Authority may offer to transfer the resident to the vacant unit. However, if that resident rejects the offered transfer, the Rogersville Housing Authority shall make modifications to the resident's unit unless doing so would be structurally impracticable or would result in an undue financial and administrative burden or would result in a fundamental alteration to a Rogersville Housing Authority program, service or activity. The

Rogersville Housing Authority shall inform applicants and residents whether their transfers, structural modifications, and all other reasonable accommodations are granted by means of an Approval/Denial of Reasonable Request letter.

If the resident accepts the transfer, the resident will be responsible for all moving expenses. The Rogersville Housing Authority may work with the resident to obtain moving expenses from a social service agency or other similar source.

**Refusal of Transfer for Reasonable Accommodations:** When the Rogersville Housing Authority determines that a Reasonable Accommodation transfer request is appropriate for a disabled resident as provided in its Reasonable Accommodation Policy, the Rogersville Housing Authority will offer one suitable unit to the resident. If the resident refuses the unit, and the Rogersville Housing Authority determines that the refusal is not due to the disability, the Rogersville Housing Authority will cancel the transfer, and the resident will be required to sign a waiver refusing the transfer.

### **RIGHT TO APPEAL/GRIEVANCE PROCESS**

The Rogersville Housing Authority applicant or resident may file a complaint in writing in accordance with the Rogersville Housing Authority's Grievance Procedure following a formal determination by the Rogersville Housing Authority's Property Manager.

An applicant or resident may, at any time, exercise their right to appeal the Rogersville Housing Authority's decision through the local HUD Field office or the U. S. Department of Justice.

### **DISCONTINUATION OF REASONABLE ACCOMMODATIONS**

The Rogersville Housing Authority will not change or discontinue a reasonable accommodation, or a particular method of providing such accommodations, without giving notice. Notice of the change or discontinuation of a reasonable accommodation will be given to the applicant or resident with disabilities and it will include a request for the resident to indicate if the change would not meet his or her needs, and notification that the resident has the right to appeal the decision to change or discontinue the accommodation.

### **REASONABLE ACCOMMODATIONS FOR A LIVE-IN AIDE**

A live-in aide is a person eighteen (18) years of age or older who resides with one or more elderly (at least sixty-two (62) years of age), near-elderly (at least fifty (50) years of age but below sixty-two (62) years of age), or disabled (see the definition of a person with disabilities) person (s) and who is determined to be essential to the care and well being of the person; is not obligated for the support of the person; and would not be living in the unit except to provide the necessary support services.

The Rogersville Housing Authority will consider approval of a request for a live-in aide as a reasonable accommodation, upon completion of the "*Request for a Live-In Aide*" form, that an elderly, near elderly or disabled person requires the services of a live-in aide. However, certain rules apply but are not limited to:

The income of the live-in aide is not considered towards the calculation of the family's annual income.

The live-in aide may live in the unit solely to care for the disabled family member and qualifies for occupancy as long as the individual requires the supportive services. The Rogersville Housing Authority shall deny occupancy of the unit to the live-in aide after the disabled resident for whatever reason, no longer resides in the unit.

A relative may be considered as a live-in aide, but must meet all the criteria and be qualified to provide the care for the family member. The head of household and/or tenant and the live-in aide shall acknowledge that the live-in aide does not have any right to the unit and does not qualify for continued occupancy as a remaining family member by signing the *Live-In Aide Agreement* (which shall become an addendum to the tenant's/resident's lease).

Under extraordinary circumstances, upon approval by the Property Manager, relatives satisfying the definition of a live-in aide wanting to have remaining family status may be added to the family composition as a family member and not as a live-in aide. In such cases, the relative's income will be considered in the family's annual income.

An eligible live-in aide may be granted up to one (1) additional bedroom if approved as a reasonable accommodation, if one is available. The live-in aid may have an approved family member (s) live with him/her in the unit, as long as housing quality standards (HQS) are not violated and there are no more than two people per bedroom or living/sleeping space (PIH Notice 2010-54). If additional family members result in violation of HQS, or do not meet the eligibility requirements set forth below, this specific live-in aide may not be approved. No additional bedrooms will be provided to accommodate the live-in aide's family members.

The live-in aide (and family members) must provide the following documents as part of the admission criteria.

- A. Proof of Identity
- B. Verification of birth date
- C. A Social Security Number
- D. Other documents as may be required by the U.S. Dept of HUD.

Additionally, the live-in aide (and any family members) will be asked to sign forms which includes but not limited to the following:

- A. Live-In Aide Request for Verification
- B. Authorization for the Release of Information/Privacy Act Notice (Form HUD-9886)
- C. Debts Owed to Public Housing Agencies and Terminations (Form HUD-5267)
- D. What you Should Know About EIV (Form by HUD)
- E. Live-In Aide Agreement

The Rogersville Housing Authority will verify information of the live-in aide (and any family members) through EIV for debt owed to another housing authority or program, or whether a prior termination has been cleared.

Requests for live-in aides are subject to the foregoing policies. The two forms discussed below will be used for verification purposes of requesting a live-in aide as reasonable accommodations.

- A. The *Live-in Aide Reasonable Request for Accommodation* is the form on which:
  - 1. The head of household shall request in writing the live-in aide. The requestor may make this request for him or herself, or for a household member.
  - 2. The requestor provides the Property Manager with information related to the request and the live-in aide.
- B. The *Live-in Aide Request for Verification* is the form on which:
  - 1. The verification source verifies that the person for whom the live-in Aide is being requested, qualifies for, and requires, the live-in aide. The verification source must also verify that the live-in aide is qualified to provide the appropriate services to the household member.
  - 2. The requestor shall provide the Property Manager with the name and contact information of the verification source from whom the requestor is obtaining verifications and other information essential for obtaining a live-in aide.

The Property Manager faxes the *Live-in Aide Request for Verification* form to the verification source to help ensure the form is filled out by the designated verification source.

After the live-in aide is verified and approved, he/she along with the Head of Household, tenant/resident requesting Reasonable Accommodation for a Live-In Aide will be required to sign the *Live-In Aide Agreement*. The Head of Household, tenant/resident and the live-in aide shall acknowledge that the live-in aide does not have any right to the unit and does not qualify for continued occupancy as a remaining family member by signing the *Live-in Aide Agreement* (which shall become an addendum to the Head of Household and/or tenant's/resident's lease).

When the tenant/resident receiving the reasonable accommodation dies, the approved live-in aide is not entitled or eligible for continued occupancy and must vacate and remove their belongings within fourteen (14) days as per Rogersville Housing Authority ACOP policies and the *Live-In Aide Agreement*.

The Rogersville Housing Authority may deny the live-in aide request of a person who does not meet the admission criteria described in the ACOP. The process, by which applicants and residents may appeal a denial of a live-in aide request, or any other adverse decisions related to disabilities, is described in the Grievances Appeals Policy.

## **REASONABLE ACCOMMODATIONS FOR ASSISTANCE ANIMALS**

### **Background**

An assistance animal is one that assists or benefits a person with a disability by allowing him or her equal opportunity to use and enjoy his or her dwelling. Assistance animals are animals that work, provide assistance or perform tasks for the benefit of a person with disability, or animals that provide emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance animals often referred to as "service animals", "assistive animals", "support animals", or "therapy animals" perform many disability-related functions, including but not limited to the following:

- A. Guiding individuals who are blind or have low vision;
- B. Alerting individuals who are deaf or hearing impaired;
- C. Providing minimal protection or rescue assistance;
- D. Pulling a wheelchair;
- E. Fetching items;
- F. Alerting persons to impending seizures; or
- G. Providing emotional support to persons with disabilities who have a disability related need for such support.

An assistance animal does not have to be certified by a state or local government or a training program.

### **Assistance Animal Rights of Rogersville Housing Authority Applicant/Tenants**

The Rogersville Housing Authority applicants/tenants with disabilities may request an animal, as a reasonable accommodation, that performs tasks for the benefit of that person or otherwise alleviates one or more identified symptoms or effects of a person's disability. In order to provide the best service, the following guidelines have been adopted.

### **Request for an Assistance Animal Accommodation**

Tenants/Applicants are required to make assistance animal requests in writing (the *Request for Assistance Animal Accommodation*) to have an assistance animal as an accommodation for the tenant's/applicant's disability.

The tenant/applicant must provide verification that they have a disability under equal housing opportunity laws, and that the accommodation is necessary to give the person equal opportunity to use and enjoy public housing. The tenant/applicant is not required to disclose medical records, or the nature of the disability.

The tenant's/applicant's healthcare provider or some other appropriate source must verify the evidence of disability-related reasonable accommodation request by verifying the following questions. (*Medical Verification Form for Service & Emotional Support Animals*).

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

### **Assistance Animal Accommodation**

The Rogersville Housing Authority will review the tenant's/applicants request for an assistance animal accommodation. Upon verification from the tenant's/applicant's healthcare provider or some other satisfactory evidence of disability-related assistance or benefit, the Rogersville Housing Authority will take into consideration the reasonableness of the request and provide the tenant/applicant a response within 10 days of receipt.



Prior to housing any assistance animal on the premises, the resident will be required to sign the *Assistance Animal Agreement* and will be required to provide the following information:

- A. Evidence that the assistance animal has received current vaccinations, micro chipping and proof of license by the appropriate authority and must be provided annually.
- B. Evidence that the assistance animal has been spayed or neutered.
- C. Photo must be obtained by Rogersville Housing Authority staff at Agreement signing.

Assistance Animals may be any type of animal and any breed, size or weight. The Rogersville Housing Authority may disapprove any vicious animals that pose a direct threat which cannot be eliminated or sufficiently reduced by a reasonable accommodation. Examples of animals that display a vicious behavior: Rottweiler, Doberman Pincher, Pit Bulldog, Chows. These will be reviewed on a case-by-case basis.

The tenant/resident is liable for any damage the assistance animal causes.

Owners of assistance animals are expected to exercise responsible and courteous behavior so that the presence of their animal on the property does not violate the rights of others to the peaceful enjoyment of the premises.

The Rogersville Housing Authority may enter a dwelling if reports of an assistance animal being unattended for a period of over twenty-four (24) hours are brought to its attention. The Rogersville Housing Authority may request that the animal be removed in those cases where the owner is unable to provide care.

The Rogersville Housing Authority may impose limitations if it can be demonstrated that an individual's request for reasonable accommodations exceeds what is necessary for the tenant to have full use and enjoyment of the premises or if this would violate local animal control ordinances.

Individuals with assistance animals are solely responsible for the conduct of their assistance animals and the Housing Authority may insist that an assistance animal be prevented from repeated noise that disturbs neighbors or other unreasonable interference with the rights of others.

Assistance animals that are a direct threat to others (biting, etc.) or otherwise violate animal control laws will be reported to the local animal control agency.

If there have been three (3) violations of the Assistance Animal Policy or a single serious violation, the housing authority may inform the tenant that procedures will be initiated to revoke the Assistance Animal Agreement. Failure to comply with the Assistance Animal Policy may result in termination of the Residential Lease Agreement. The Rogersville Housing Authority will first attempt resolution of the problem before termination proceedings are initiated.

### **Removal of an Assistance Animal**

When an assistance animal is unruly or disruptive (jumping on people, biting, scratching, or other harmful behavior), the Rogersville Housing Authority may ask the tenant to remove the animal from the area. If the improper behavior happens repeatedly, the housing authority may request that the tenant not bring the animal into any area of the property except the tenant's unit, until significant steps have been taken to mitigate the behavior. Mitigation may include training for both the animal and the tenant at the owner's expense.

Excessive noise, unsanitary conditions, or threatening behavior on the part of the animal would provide a basis for the housing authority to require the animal to be removed from the rental unit.

### **Areas Off Limits to Assistance Animals**

The Rogersville Housing Authority may designate certain areas off limits to assistance animals. This limitation will be implemented when the assistance animal's presence creates a significant health or safety hazard.

### **Supervision**

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

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

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

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

The assistance animal **must be** restrained at all times unless the disability prohibits the tenant from restraining the animal. In these circumstances, the resident may contact the Rogersville Housing Authority in order to arrange an alternative accommodation.

Tenants must board their assistance animal away from the development or make other arrangements for the care of the assistance animal when they intend to leave their unit for 24 hours or more. The Assistance Animal Agreement requires tenants to provide the housing authority with the name and phone number of a relative or friend who has agreed to assume responsibility for the assistance animal in the event of sudden death of the tenant.

The Rogersville Housing Authority reserves the right to consider the presence of an unattended assistance animal an emergency, and will enter the unit to remove the assistance animal.

The Rogersville Housing Authority staff, including maintenance personnel, reserve the right to refuse to enter a unit to perform work where an assistance animal is exhibiting threatening behavior.

#### **Clean-up Rule**

**The tenant must immediately remove the animal's waste from any public or private property. The tenant must always carry equipment sufficient to clean up the animal's feces whenever the assistance animal is on or off RHA property. The tenant must properly dispose of waste and/or litter. It is the tenant's responsibility to clean up after the assistance animal, including maintaining the cleanliness of the dwelling unit.**

#### **Allowable Assistance Animal Expenses**

During the annual certification process, tenant may present allowable assistance animal expenses. Allowable expenses will be treated under the "Medical Deductions" section and include:

- ❖ Cost of veterinarian visits for the assistance animal;
- ❖ Cost of special equipment for assistance animal;
- ❖ Cost of medication for assistance animal;
- ❖ Cost of training;

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