

Kennewick Housing Authority (KHA)

ENGLISH

**“SERVICE / COMPANION ANIMAL”
POLICY & AGREEMENT & DWELLING LEASE ADDENDUM/RIDER**

**Dwelling Lease
Addendum #D.1**

Section I - Introduction:

The purpose of the Policy is for the Kennewick Housing Authority (KHA) to comply with the Federal Fair Housing Act, Washington State Law Against Discrimination and HUD regulations & policies that require for applicants and Tenants with disabilities be provided with “reasonable accommodations” as needed, in order for them to have an opportunity for full use and enjoyment of their housing. Allowing Tenants and their guests who have disabilities to be accompanied by their service animal is a reasonable accommodation to housing policy and practices.

In addition, this Policy is to sustain a decent, safe and sanitary environment for existing and prospective Tenants of the KHA, KHA employees, the general public and to preserve the physical condition of KHA property. This Service / Companion Animal Policy has been established to provide the guidelines and requirements for responsible service/companion animal ownership. In addition, the Policy was developed with input from Tenants, Housing Management Staff, other Housing Authorities, HUD & Fair Housing Agencies of Washington State rules and regulations, which seeks to provide tenants with the opportunity of having service / companion animals that will also protect both the property and the health & safety of other Tenants, KHA, general public and the community.

Section II - Who Needs Service / Companion Animals:

Some disabled Tenants require the assistance of an animal because of their disabling condition(s). Under most Federal laws, a person is considered to be disabled if he/she has sensory, mental or physical condition(s) that substantially limits one or more major life activities (such as walking, seeing, working, etc.). Under Washington State law, a disability is a sensory, mental or physical condition that is medically cognizable or diagnosable.

Section III - What Is A Service And/Or Companion Animal:

The most common service animals are dogs, but sometimes other species are used (i.e., cat or a bird). Service animals may be of a certain breed, size or weight. Some, but not all, service animals wear special collars and harnesses. Some, but not all, are licensed or “certified” and/or have identification papers. However, there is no legal requirement for service animals to be visibly identified or to have documentation in most cases.

The American Disability Act (ADA) defines a service animal as “any animal that is individually trained to do work or perform tasks for the benefit of a person with disability.” The Fair Housing Act considers “companion” animals to be a type of service animal; however, they are not always trained to perform tasks. In Washington State, some service animals-in-training are included under the definition of service animal.

Section IV - What Is The Difference Between A Service Animal & A Pet:

Service animals are not considered to be pets. A person with a disability uses a service animal as an auxiliary aid – similar to the use of a cane, crutches or wheelchair. For this reason, Fair Housing Laws require that Housing Providers make modifications to “No Pet” policies to permit the use of a Service / Companion Animal by an individual with a disability. Also, pet fee and/or deposits cannot be charged for Service / Companion Animals.

Section V - What Do Service / Companion Animals Do:

Service / Companion Animals perform many types of services for persons with disabilities.

Some examples are:

- A “guide” animal serves as a travel tool by a person who is “legally blind”.
- A “hearing” animal alerts a person with significant hearing loss (or) who is deaf when a sound occurs, such as a ringing alarm or a knock on the door.
- A “service” animal helps a person who has a mobility (or) health disability. Duties may include carrying, fetching, opening doors, ringing doorbells, activating elevator buttons, steadying a person while walking, helping a person up after a fall, etc. Service animals sometimes are called “assistance animals”.
- A “seizure response” animal assists a person with a seizure disorder. The animal’s service depends on the person’s needs. The animal may go for help, or may stand guard over the person during a seizure. Some animals have learned to predict a seizure and warn the person.
- A “companion” animal (or) “emotional support” animal assists a person with psychological disabilities. Companion/Emotional support animals can help alleviate symptoms such as depression, anxiety, stress and difficulties regarding social interactions, allowing tenants to live independently and fully use and enjoy their living environment.
- Because Service / Companion Animals provide different types of assistance, a person with a disability(s) may require more than one (1) Service / Companion Animal.

Section VI - What About Other Tenants Who are Afraid Of – (Or) – Allergic To Animals:

While some people might have fear of dogs, cats, or other animals in general, this fear does not amount to a disability, so a Housing Provider need not “accommodate” the fear. For most people with allergies, the presence of an animal will cause only minor discomfort, such as sneezing or sniffing. Because this reaction does not constitute a disability, no accommodation is necessary for the allergic person. Rarely, a Tenant’s allergy is so severe that animal contact may cause respiratory distress; in these cases, the allergic Tenant may also request an accommodation (for example, voluntary unit transfer to keep the animal and the allergic tenant in separate areas of the building, as much as possible).

Section VII - Request For A Service / Companion Animal Accommodation For Persons With Disabilities:

A) Tenants who need a Service / Companion Animal must follow the steps below in requesting a Service / Companion Animal:

- 1) Tenant must complete & submit a KHA written **Reasonable Accommodation Request Form**, requesting an accommodation for the Tenant’s disability.

- 2) Submit a KHA **Reasonable Accommodation/Modification Verification Form** filled out and completed by a “qualified” “Third-Party Professional” who can verify and testify under oath the following:
- Is the Tenant a person with a disability as defined by the Fair Housing Act/Laws.
 - Describe the accommodation and/or modification Tenant is requesting (Service / Companion Animal).
 - In the Third-Party Professional’s (health care and/or mental health provider) professional opinion, does the tenant need the requested accommodation (use of a Service and/or Companion Animal) to have the same opportunity as a non-disabled person to use and enjoy the housing community.
 - Example of a “Third-Party Professional” is a medical physician/health care provider, mental health provider.
- B) The Kennewick Housing Authority (KHA) will respond to the Tenant’s request in “writing” of any approved and/or denied reasonable accommodation requests.

Section VIII – Service /Companion Animal Fee – Not Required:

Service / Companion Animals do not require a pet fee.

Section X – Service / Companion Animal Policies & Agreement – Tenant Actions Upon Requesting A Service / Companion Animal:

The following sections outline the governing guidelines for Tenants who are requesting and have been approved for a Service / Companion Animal. Prior to bringing an animal into a Tenant’s unit, the Tenant must comply with the following:

A) **Certification & Approval:**

The Service / Companion Animal Policy, Agreement & Dwelling Lease Addendum/Rider must be executed prior to bringing a Service / Companion Animal into a Tenant’s unit and/or premises of the KHA. The KHA’s Service / Companion Animal Registration/Authorization Form must be completed and submitted to the KHA before and upon executing the Service / Companion Animal Policy, Agreement & Dwelling Lease Addendum/Rider.

Upon removal or death of an approved Service / Companion Animal, no new Service / Companion Animal may be brought into a Tenant’s unit/premises without KHA’s prior authorization and by the Tenant submitting a new Service / Companion Animal written request form, Registration / Authorization Form and executing a new Policy, Agreement & Dwelling Lease Addendum/Rider.

B) **Procedure Compliance For Service / Companion Animal Ownership:**

The following procedures are designed to assure the attainment and maintenance of Service / Companion Animals by Tenants conforming to the set of rules that protects the health & safety of Tenants, KHA staff, general public and the community, the Tenant themselves, Tenant’s animal(s) as well as the condition of the KHA property. The animal Tenant/owner shall be responsible for ensuring the rights of other Tenants to a peaceful and quiet enjoyment, health, and/or safety are not infringed upon or diminished by his/her animal’s noise, odors, wastes, actions, or other nuisance.

The following procedures and requirements must be met by the Tenant and at the time of request and prior to approval of an animal and Tenant must supply the appropriate “annual” documentation at the Tenant’s annual recertification:

1. Animal Identification Tag & Microchip Implantation:
 Tenant/Owner must provide and maintain at all times an identification tag on their animal (especially dogs & cats). While having an identification tag is required under this Policy/Agreement, KHA encourages for responsible animal owners to have their animal microchipped (chip implant) for extra assurance to identify & for reunification of their animal (especially dogs & cats). Documentation of the Tenant's animal tag and microchip implantation must be provided to the KHA at the time of KHA authorization and annually, at the Tenant's annual recertification process.
2. Animal Vaccines / Inoculations & Other Legally Required Inoculations:
 Tenants must provide the KHA at the time of request, especially prior to authorization and animal entry into the Tenant's unit and annually (at the tenant's annual recertification process), documentation of the animal's current veterinarian vaccinations / inoculations (for rabies, distemper, parvo virus, de-worming, etc.).
3. Animal Spayed & Neutering Requirements:
 Tenants must provide the KHA at the time of request, especially prior to authorization and animal entry into the Tenant's unit, documentation/proof from an animal veterinarian or certified animal clinic the animal has been sprayed or neutered.
4. Color Photo & Written Description Of Service / Companion Animal:
 The tenant must provide the KHA at the time of request, especially prior to authorization and animal entry into the Tenant's unit, a clear & concise color photo and written description of the animal (detailing type of animal, breed, color(s), distinguishing (special/unusual) marks(ings), age and of weight of animal, etc.).

C) Rules for Service / Companion Animal Care:

1. The Tenant shall be responsible for proper care of the animal, including but not limited to, good nutrition, grooming, routine veterinary care, flea/parasite control, yearly inoculations, and compliance with all applicable State, Federal, and local statutes, ordinances, rules, and regulations (Municipal, City, County Codes regarding animal ownership).
2. The Tenant shall keep the unit and surrounding areas free of animal odors, insect/parasites infestation, waste, and litter related to their animal and maintain their unit and surroundings in sanitary condition at all time. If KHA assesses a Tenant's animal has caused animal infestation/parasites to the Tenant's unit, other surrounding units, common areas/grounds, the Tenant will be responsible for the charges of the removal methods.
3. The Tenant shall be responsible for cleanup after their animal ANYWHERE on the KHA property including carrying a "pooper scooper" and/or disposable plastic bag anytime the animal is outside the Tenant's unit. Animal waste shall be immediately picked up and disposed in a "sealed" bag, and then promptly placed in a proper trash receptacle (trash can/dumpster). Litter from litter boxes/containers must be disposed of in the same manner as animal waste. Litter collected in a box/container must be properly disposed of at least once every other day. It is not permitted to dispose of animal waste or litter in the Tenant's unit toilet. Tenants shall not permit their animal to urinate or defecate in a Tenant's unit anywhere, on the floors or common areas. If a Tenant is unable to comply with this section of

Policy, Agreement, Dwelling Lease Addendum/Rider, it will be the Tenant's responsibility to have another individual, family member, friend or a community resource provide this requirement. Picking up & disposing of a Service / Companion Animal waste is not a reasonable accommodation.

4. Animals are to be fed only inside a tenant's unit.
5. The tenant shall keep his/her animal(s) inside the unit at all times except for transportation on and off KHA property, and walks with dogs and cats. Other animals shall be in suitable portable cages when outside the unit.
6. Dogs and cats must wear an identification collar/tag at all times.
7. Animals shall not be released or tied in common areas or outside a Tenant's unit. The animal must be under continuous and complete control of the Tenant (owner or handler).
8. Animals shall be properly housed at night (between 10:00 p.m. and 8:00 a.m.) unless accompanied by the Tenant/owner assigned handler and not allowed to annoy other Tenants by barking, howling, meowing, chirping, etc., at any time of day or night.
9. The animal will be removed when the tenant vacates and will not be left in a Tenant's unit, the property or premises of the KHA.
10. The Tenant shall pay promptly, upon receipt of a bill, for any and all materials and labor for repair(s) and damages inside or outside the unit or any party of KHA property caused by the Tenant's animal(s). This includes extermination services (infestation of animal parasites, etc.).
11. No animal is to remain unattended, without proper care for more than 24 hours. KHA staff may enter a tenant's unit to remove or transfer an animal to the appropriate Animal Control authority for removal when it is for the protection of the animal or when there is a threat to the health or safety of tenants, KHA staff, the general public, or the community, etc.

Complaints Against Tenant & Service / Companion Animals: After proper and reasonable notice to the Tenant, KHA staff may enter and inspect the Tenant's unit/premises if a complaint has been received which alleges (or if KHA staff has reasonable grounds to believe thereof) that the conduct or condition of a Service / Companion Animal in the Tenant's unit constitutes a nuisance or threat to the health & safety of the Tenant, the animal itself, other Tenants, KHA staff, general public or the community.

Emergency Cases: In the case of emergencies, including immediate threat to the health or safety of any Tenant, KHA staff, general public, any person, etc., KHA will request the Tenant/owner to remove the animal from the premises immediately. If the Tenant/owner refuses or KHA deems the Tenant is uncooperative, KHA will take the necessary steps and will remove (or) cause the animal to be removed from the premises by the appropriate Animal Control authority & Law Enforcement agency.

The KHA will report suspected instances of animal neglect to the appropriate Animal Control authority.

In the event of emergencies, a tenant shall designate an “Emergency Contact” on the “Service / Companion Animal Policy, Agreement & Dwelling Lease Addendum/rider” that can care/tend to the animal if the Tenant is unable to do so. In instances where an animal appears to have been abandoned for more than 24 hours and an emergency contact cannot be located, the KHA shall report the matter to the appropriate Animal Control authority for removal.

KHA staff will enter the unit as in an emergency, to rescue the animal. Entries for emergency situations do not require prior written notice by the KHA to the Tenant for entry purposes to the unit.

12. In the event of an animal’s death, the Tenant shall be responsible for disposing the animal remains in accordance with Federal, State, and or local laws, rules and regulations. Tenants are not allowed to dispose of any animal remains in the KHA’s trash receptacles/dumpsters or bury animal remains anywhere on the premises of the KHA.
13. Tenants “will not be allowed” to care for visiting animals/pets for someone else. Tenants are expressly prohibited from feeding or harboring stray animals. The feeding or harboring of a stray animal shall constitute having an animal/pet without the approval of the KHA and shall constitute a Dwelling Lease violation.
14. Service / Companion Animals shall not be allowed to interfere with the peaceful enjoyment of the other Tenants, KHA staff, general public and the community in any manner.
15. I/we agree to indemnify, defend and hold harmless the KHA from and against any and all claims, actions, law suites & judgments and demands brought by any party arising on account of, or in connection with, any activity of or damage caused by my Service / Companion Animal.

D) Violations of the Service / Companion Animal Policy & Agreement –Dwelling Lease Addendum/Rider:

1. Violations of the Service / Companion Animal Policy, Agreement & Dwelling Lease Addendum/Rider constitute a violation of the Tenant’s Dwelling Lease Agreement. When the Animal Policy/Agreement/Dwelling Lease Addendum/Rider to the Dwelling Lease is signed, the Tenant agrees to follow the rules listed in the KHA’s Policy & Agreement – Dwelling Lease Addendum/Rider. Violations of these rules will result in possible removal of the animal, notice to the Tenant and possible eviction.

E). Local, State, and Federal Ordinances Apply:

Local, State, and Federal laws and ordinances regarding Service / Companion Animals will supersede the KHA’s Service / Companion Animal Policy, Agreement & Dwelling Lease Addendum/Rider.

Section XI - Service / Companion Animal Policy & Agreement - Dwelling Lease Addendum/Rider Acknowledgements:

I/we understand that by signing this Service / Companion Animal Policy & Agreement - Dwelling Lease Addendum/Rider, I/we agree to the KHA's Rules and Regulations for responsible animal ownership. I/we also understand that any violations of this Animal Policy & Agreement - Dwelling Lease Addendum/Rider could result in our animal being removed from the unit as well as seriously jeopardize our tenancy with the Kennewick Housing Authority (KHA).

I/we understand and agree should the KHA determine that the conduct or condition of my Service / Companion Animal constitutes a nuisance or threat to the health & safety of Tenants, KHA staff, general public or the community, I/we will be responsible for permanently removing the animal from my unit and KHA premises/property.

I/we understand and agree to pay promptly, upon receipt of a bill, for any and all materials and/or labor for repair of any damage inside or outside the unit or any party of KHA property caused by my animal(s).

I/we understand and agree any treatment of any infestation of animal parasites that is caused by my animal(s) in my unit, to other interior units, common and exterior areas of KHA property is my responsibility.

I/we understand and agree that I/we have the right to utilize the Grievance Procedures as outlined in the KHA's Public Housing Admissions & Continued Occupancy Policy (ACOP) and in my Dwelling Lease should any disputes arise between myself/ourselves, other Tenants and the KHA.

I/we agree to indemnify, defend and hold harmless the KHA from and against any and all claims, actions, law suites & judgments and demands brought by any party arising on account of, or in connection with, any activity of or damage caused by my Service / Companion Animal.

I/we have read and understand and will comply with the policies and regulations and acknowledge I/we received a copy of this Service / Companion Animal Policy, Agreement & Dwelling Lease Addendum/Rider.

_____	_____	_____	_____
Head of Household Signature	Date	Spouse/Co-Head Signature	Date
_____	_____	_____	_____
Other Adult Signature	Date	Other Adult Signature	Date
_____	_____	_____	_____
KHA Staff Name & Title		Date	

KENNEWICK HOUSING AUTHORITY (KHA)

**SERVICE / COMPANION ANIMAL
REGISTRATION / AUTHORIZATION FORM**

TENANT INFORMATION:

Tenant Name: _____

Address: _____ Unit Number: _____

_____ Phone Number: _____

SERVICE / COMPANION ANIMAL INFORMATION:

Name of Animal

Type of Animal (i.e. dog, cat, etc.)

Breed of Animal

Color(s) of Animal

Distinguishing (Special/Unusual) Marks(ings)

Age & Weight of Animal

Animal Tag Number # / Date

Animal Microchip Number & Date

Spay/Neuter Verification by Veterinarian & Date

Vaccine/Inoculations & Date(s)/Verifications:

1. Rabies: _____

2. Distemper: _____

3. Parvo Virus: _____

4. Other: _____

Emergency Animal Contact Information:

Name of Contact Person: _____

Address: _____ Phone Number(s): _____

Relationship to Tenant: _____

Tenant Signature (Head of Household) Date

Tenant Signature (Spouse/Co-Head- Other Adult) Date

KHA Staff & Title

Date

KHA OFFICAL USE ONLY

Photo of Pet

Spay/Neuter Certificate

Vaccine Record(s)

Staff Name & Title: _____ Date: _____