

SERVICE/ASSISTANCE ANIMAL POLICY

1.1 Purpose. The purpose of the policy is to provide guidance to the Housing Authority of the City of Raleigh, North Carolina (“RHA”) staff in reviewing requests for the use of service animals, assistance animals and/or emotional support animals (“ESA”) in accordance with Housing and Urban Development (“HUD”) guidance and to ensure compliance with the regulations regarding the health and safety of the RHA communities and its residents. If this policy conflicts with HUD guidance or existing or future statutes, regulation, or other legal requirements, then RHA will adhere to those requirements.

1.2 Definitions.

1. **Service animal.** Consistent with the Americans with Disabilities Act, RHA defines service animals as dogs that are individually trained to do work or perform tasks for an individual with a disability. The work or task of a dog and/or small horse who has been trained to provide must be directly related to the person’s disability.

2. **Assistance animal.** Consistent with the Fair Housing Act (“FHA”), RHA defines an assistance animal, also called an emotional support animal as an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person’s disability.

3 **Reasonable accommodation.** A reasonable accommodation is a change, exception or adjustment to a rule, policy, practice or service that may be necessary for a person with a disability to have equal opportunity to use and enjoy a dwelling, including public and common use spaces.

1.3 Applicability. This policy is applicable to heads of households and/or their authorized household members who are in need of a service animal or an ESA in public housing units, Rental Assistance Demonstration (“RAD”) units and _____.

1.4 Pet fees/ deposits. Residents are not required to pay pet fees/deposits for a service animal or an ESA. However, the resident is responsible for repairs for any damage to a dwelling unit or common area caused by such animal, excluding reasonable wear and tear.

1.5 Request. If a resident wishes to use a service animal or an ESA, the resident must make a written request with their Property Manager for an accommodation.

1.6 Service animal review. If the resident has requested an accommodation for a service animal and the need for such service animal is readily apparent then RHA management will grant the accommodation. RHA management and staff shall inquire if the animal is a service animal by asking the following questions, if the need for the service animal is not readily apparent to RHA management and staff:

1. Is the service animal required because of a disability?
2. What work or tasks has the animal been trained to perform?

The request shall be granted upon the determination by RHA management that the animal is a service animal. No further inquiry regarding the nature or the extent of the person's disability is needed.

1.7 Assistance animal/ESA review. If no specific work or task is identified, then the animal shall not be considered a service animal but may be considered an assistance animal/ESA. RHA management and staff shall make the determination to allow an ESA if the animal is not a service animal.

1. Reasonable accommodation analysis
 - i. If a resident is seeking a reasonable accommodation for an ESA, then that resident must make a written request with their Property Manager prior to bringing animal on the premises.
 - ii. The resident is to provide information and/or documentation that supports the resident's disability and information and/or documentation that supports the resident's need for an animal.
 - Supporting documentation includes but is not limited to, a determination of disability from a federal, state or local government agency, receipt of disability benefits, eligibility for housing assistance or a housing voucher received due to a disability, information confirming a disability and/or supporting information regarding the need of individual with a disability for the ESA by a physician, optometrist, psychiatrist, psychologist, etc.
 - iii. RHA management will grant a reasonable accommodation request for an ESA if the resident seeking the reasonable accommodation made the appropriate request and provided adequate documentation that supports the resident's disability and the resident's need for an ESA.

1.8 Denials of reasonable accommodation and the removal of service animals.

1. RHA management will deny any reasonable accommodation for an ESA, if the individual animal poses a direct threat to the health or safety of others, or would cause substantial physical damage to the property of others, that cannot be eliminated or reduced to an acceptable level through the actions of the resident to maintain or control the animal.
2. RHA management will deny any reasonable accommodation for an ESA, if allowing a resident to have an ESA would impose an undue financial and administrative burden on RHA and if there is no alternative accommodation that would effectively meet the resident's need.
3. RHA management may require the removal of a service/assistance animal from a common area if the service/assistance animal is aggressive, threatening, disruptive and/or unruly. If the aggressive, threatening, disruptive and/or unruly behavior continues, RHA management may restrict the resident from bringing the animal to the common area until the resident takes the appropriate steps to correct the animal's behavior. Depending on the seriousness of the animal's behavior, the service/assistance animal may be removed from the residential premises.

1.9 Resident responsibility for service animals and assistance animals/ ESA.

Residents who are granted an accommodation for a service animal or an ESA have the responsibility of maintaining the service animal or ESA, providing such animal veterinary care and obtaining updated veterinary records to be provided to RHA staff.

The resident is responsible for controlling his or her service animal or ESA to prevent the animal from threatening or injuring persons or other animals and from causing damage to property.