



## ASSISTANCE ANIMAL POLICY

### **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. The term includes not only assistance animals such as a hearing assistance dog, but may also include emotional support animals. An assistance animal does not have to be certified by a state or local government or a training program. Since an assistance animal is not a pet, pet deposits do not apply to an approved assistance animal.

### **Assistance Animal Rights of HACEP Applicants/Tenants**

The Housing Authority of the City of El Paso's (HACEP) 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 are requested to make assistance animal requests in writing (the *Request for Assistance Animal Accommodation* form is attached) to have an assistance animal as an accommodation for the tenant's disability.

The tenant must provide verification that they have a disability under equal housing opportunity laws, and the accommodation is necessary to give the person equal opportunity to use and enjoy public housing. The tenant is not required to disclose medical records, or the nature of the disability. The tenant's healthcare provider or some other appropriate source must submit a signed letter on professional letterhead to HACEP answering the following questions:

- Is the tenant a "person with a disability" as defined by the equal housing opportunity laws?
- 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:**

HACEP will review the tenant's request for an assistance animal accommodation. Upon verification from the tenant's healthcare provider or some other satisfactory evidence of disability-related assistance or benefit, HACEP will take into consideration the reasonableness of the request and provide a written response to the tenant within thirty (30) days of receipt.

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

Proof of city license, microchipping, vaccinations, whether the cat or dog is spayed or neutered, and an emergency contact person who would care for the animal in case of an emergency must be provided to HACEP within thirty (30) days of approval.

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.

HACEP 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. HACEP may request that the animal be removed in those cases where the owner is unable to provide care.

HACEP does not discriminate against persons with disabilities. If you or anyone in your family is a person with a disability and you require a specific accommodation in order to fully utilize our programs and services, please contact the Equal Opportunity Officer at Main: 915-849-3742//Voice/TDD 915-849-3737.

HACEP may impose limitations if it can be demonstrated that an individual's request for reasonable accommodation 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 animal and HACEP 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, HACEP 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. HACEP 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), HACEP may ask the tenant to remove the animal from the area. If the improper behavior happens repeatedly, HACEP 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.

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

**Areas Off Limits to Assistance Animals:**

HACEP 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 or shrubs. 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.

A tenant may train their own assistance animal and are not required to provide any information on the training or the specific task that the animal performs.

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 HACEP in order 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 HACEP 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 illness or death of the tenant.

HACEP reserves the right to consider the presence of an unattended assistance animal an emergency, and will enter the unit to remove the assistance animal.

HACEP Assistance Animal Policy

HACEP 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 unless the disability prohibits the tenant from abiding by this rule. In these circumstances, the resident may contact HACEP in order to arrange an alternative accommodation.

The tenant must always carry equipment sufficient to clean up the animal's feces whenever the assistance animal is in the common areas or off the tenant's 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

**Please Note:**

HACEP may disapprove of any vicious animal that poses a direct threat which cannot be eliminated or sufficiently reduced by a reasonable accommodation. These will be reviewed on a case-by-case basis.



**REQUEST FOR ASSISTANCE ANIMAL ACCOMMODATION**

Name: \_\_\_\_\_ Tenant ID. \_\_\_\_\_

Community: \_\_\_\_\_ Unit # \_\_\_\_\_

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

I have a disability as defined by equal housing opportunity laws. I use an assistance animal to assist me with the functional limitations related to my disability. My assistance animal also enhances my ability to live independently and to fully use and enjoy the dwelling HACEP provides.

Type of assistance animal: \_\_\_\_\_

I am requesting that you:

waive the pet deposit

other: \_\_\_\_\_

as an accommodation for my disability/disabilities.

I have attached a letter from my treatment provider or other appropriate source verifying that I have a disability and that I have a need for an assistance animal in order to use and enjoy public housing.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Date Received by HACEP: \_\_\_\_\_

Received by: \_\_\_\_\_



**AMENDMENT TO RESIDENTIAL LEASE AGREEMENT # \_\_\_\_\_  
ASSISTANCE ANIMAL AGREEMENT**

1. For an assistance animal, the Housing Authority of the City of El Paso, Texas (HACEP) allows, \_\_\_\_\_ (hereafter "TENANT") to keep, harbor, and maintain the following assistance animal and no others without the written consent of the HACEP:  
*(no deposit is required for assistance animals)*

Name	Type	Color	Description	(Breed)
_____	_____	_____	_____	_____

2. The TENANT agrees to keep the assistance animal inside the dwelling unit or in an enclosed outside area assigned to the TENANT. In any other areas, assistance animal must be on a leash accompanied by a responsible person unless the disability prohibits the tenant from abiding by this rule. In these circumstances, the resident may contact HACEP in order arrange an alternative accommodation. Cats must use a sanitary litter box in the dwelling unit. Assistance animal droppings outside must be removed immediately by the TENANT or authorized aide unless the disability prohibits the tenant from abiding by this rule. In these circumstances, the resident may contact HACEP in order arrange an alternative accommodation. Dogs or cats must be registered with the city, vaccinated, and microchipped.

3. The TENANT agrees to supervise and care for assistance animal in order to prevent the animal from damaging property, creating unsanitary conditions, or constituting a health hazard.

4. The TENANT agrees to report immediately any damage caused by the assistance animal and to pay reasonable charges for repair to the premises, facilities, and common areas caused by the assistance animal, payable on the day on which the rent is due, the month following the effective date of the charges.

5. The TENANT agrees to indemnify the HACEP for all damage arising from the assistance animal.

6. The following person(s) will care for the assistance animal in the absence of the TENANT:

Name	Address	Telephone #
_____	_____	_____
_____	_____	_____

7. The TENANT agrees not to leave their assistance animal unattended for more than 24 hours. In the event that the assistance animal is left unattended for more than 24 hours, HACEP may enter the premises of the TENANT, remove such assistance animal and turn it over to the designated person who has been named as an alternative to care for the animal, animal control, or other appropriate authorities.

8. This Assistance Animal Agreement may be revoked in the event the TENANT fails to comply with the conditions of this Agreement. The Agreement may also be revoked for permitting assistance animal to run loose or to disturb other tenants, including but not limited to, loud and excessive barking, biting, or causing a nuisance. Upon revocation of this Agreement, the TENANT must permanently remove the assistance animal from the premises within seven (7) days from the date of the notice. Failure to do so may result in termination of the Residential Lease Agreement.

9. All applicable provisions of the lease apply to this amendment.

I acknowledge that I have read, understand and agree to comply with all aspects of the HACEP's Assistance Animal Policy.

I also understand that I provide the HACEP the name of an individual or Agency who will be contacted should I become incapable of caring for my assistance animal because of illness, incapacitation or death.

That person or Agency is:

Name

Address

Telephone #

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_

\_\_\_\_\_  
Date