

## PORTLAND HOUSING AUTHORITY ASSISTANCE ANIMAL POLICY

### **A. INTRODUCTION**

The Portland Housing Authority (PHA) recognizes that assistance animals are a healthcare option that many individuals choose to help them overcome the limitations imposed by disabilities.

To show that a requested accommodation may be necessary, there must be an identifiable relationship, or nexus, between the requested accommodation and the person's disability. Tenants seeking permission to have an assistance animal on PHA premises must make a request to PHA. PHA will verify the existence and nature of the disability, and whether the assistance animal is prescribed or trained if either is not readily apparent. Accordingly, persons who are seeking to have an assistance animal on PHA premises as an emotional support animal will be required to provide documentation from a physician, psychiatrist, social worker, or other health professional that the animal provides support that alleviates at least one of the identified symptoms of the existing disability.

In addition, PHA is not required to permit an assistance animal on its premises if that animal would pose a direct threat to the health and safety of others. Thus, if a particular animal requested by the individual with a disability has a history of dangerous behavior, we will not accept the animal into our housing. Moreover, we are not required to permit the housing of the assistance animal if the presence of the assistance animal would (1) result in substantial physical damage to the property of others; or (2) would substantially interfere with the reasonable enjoyment of the housing by others.

### **B. DEFINITION OF DISABILITY** Maine Human Rights act, 5M.R.S.A. 4553-A provides:

#### **1. Physical or mental disability, defined "Physical or mental disability means:**

- A. A physical or mental impairment that:
  - (1) Substantially limits one or more of a person's major life activities;
  - (2) Significantly impairs physical or mental health; or
  - (3) Requires special education, vocational rehabilitation or related services;
- B. Without regard to severity unless otherwise indicated: absent, artificial or replacement limbs, hands, feet or vital organs; alcoholism; amyotrophic lateral sclerosis; bipolar disorder; blindness or abnormal vision loss; cancer; cerebral palsy; chronic obstructive pulmonary disease; Crohn's disease; cystic fibrosis; deafness or abnormal hearing loss; diabetes; substantial disfigurement; epilepsy; heart disease; HIV or AIDS; kidney or renal diseases; lupus; major depressive disorder; mastectomy; mental retardation; multiple sclerosis; muscular dystrophy; paralysis; Parkinson's disease; pervasive developmental disorders; rheumatoid arthritis; schizophrenia; and acquired brain injury;
- C. With respect to an individual, having a record of any of the conditions in paragraph A or B; or D. With respect to an individual, being regarded as having or likely to develop any of the conditions in paragraph A or B.

#### **2. Additional terms.** For purposes of this section:

- A. The existence of a physical or mental disability is determined without regard to the ameliorative effects of mitigating measures such as medication, auxiliary aids or prosthetic devices; and
- B. "Significantly impairs physical or mental health" means having an actual or expected duration of more than 6 months and impairing health to a significant extent as compared to what is ordinarily experienced in the general population.

**3. Exceptions.** "Physical or mental disability" does not include:

- A. Pedophilia, exhibitionism, voyeurism, sexual behavior disorders, compulsive gambling, kleptomania, pyromania or tobacco smoking;
- B. Any condition covered under section 4553, subsection 9-C; or
- C. Psychoactive substance use disorders resulting from current illegal use of drugs, although this may not be construed to exclude an individual who:
  - (1) Has successfully completed a supervised drug rehabilitation program and is no longer engaging in the illegal use of drugs or has otherwise been rehabilitated successfully and is no longer engaging in such use;
  - (2) Is participating in a supervised rehabilitation program and is no longer engaging in such use;
  - (3) Is erroneously regarded as engaging in such use, but is not engaging in such use; or
  - (4) In the context of a reasonable accommodation in employment, is seeking treatment or has successfully completed treatment.

**C. DEFINITION OF ASSISTANCE ANIMAL** (Maine Human Rights act, 5M.R.S.A. 4553-9-D)

- 1. Any animal that has been determined necessary to mitigate the effects of a physical or mental disability by a physician, psychologist, physician's assistant, nurse practitioner or licensed social worker; or
- 2. Any animal individually trained to do work or perform tasks for the benefit of an individual with a physical or mental disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals who are deaf or hard of hearing to intruders or sounds, providing reasonable protection or rescue work, pulling a wheelchair or fetching dropped items.

**D. APPROVAL**

An Assistance Animal Reasonable Accommodation request and the Pet Certification form must be completed prior to having the animal. The following information must be provided:

- 1. Basic Information about the animal (type, size, weight, description, etc.)
- 2. Proof of inoculation and licensing
- 3. Proof of neutering or spaying (unless a veterinarian certifies that the spaying or neutering would be inappropriate)

**E. DENIAL OF APPROVAL**

The PHA reserves the right to refuse to register an assistance animal if:

- 1. The assistance animal owner fails to provide verification of the need for an assistance animal from a qualified professional.
- 2. The owner does not complete the Pet Registration form.
- 3. The assistance animal is not licensed.
- 4. The assistance animal does not have veterinary certification.

Approval for the keeping of an assistance animal shall not be extended pending the completion of these requirements.

**F. CARE OF ASSISTANCE ANIMAL**

Residents must prevent any damage to their unit, the immediate adjacent ground, and the common ground of the community in which they live. Assistance animals may not be a nuisance or a threat to the health or safety of PHA

employees, residents, postal workers, or the public in the community by reason of noise, unpleasant odors, or other objectionable situations. Owners of assistance animals will be totally liable for damages and/or injuries caused by the animal. Residents are responsible for all damages caused by a assistance animal and must reimburse the PHA for all costs it incurs in repairing such damages. Examples of damage would be soiled flooring, chewing of wood door frames, etc. All assistance animals shall be on a leash and kept under control at all times when they are outside the unit. Assistance animal owners will be required to immediately clean up and dispose of pet waste.

#### **G. VIOLATION PROCEDURES**

Violation of this assistance animal policy shall be considered violations of the lease agreement and shall be handled accordingly, including the resident's right to a hearing under the PHA Grievance Procedure.

Failure to comply with any part of these policies and/or to take corrective action after sufficient notice of the violation shall be cause for termination of the lease agreement.

#### **H. INABILITY TO CARE FOR ASSISTANCE ANIMALS**

In the event a resident cannot care for his/her assistance animal due to an illness, absence or death, PHA will contact the Emergency Contacts listed on the HUD-92006 form. If the persons listed cannot be contacted within 24 hours, PHA will contact the Humane Society/Animal Control for protection of the service animal. In no case shall the PHA incur any costs or liability for the care of an assistance animal placed in the care of another individual or agency.

I acknowledge I read the above Assistance Animal Policy and agree to its terms.

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Resident Signature

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Date

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Address