Mathis Housing Authority
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Mathis, Texas 78368
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Email: clerk@mathisha.org or rudyh@mathisha.org
Executive Director: Cecelia Medrano

ANIMAL OWNERSHIP POLICY

A. Animal & Assistance Animal Rules

The following rules shall apply for the keeping of service animals, emotional support or companion animals used by disabled persons living in the units operated by the Mathis Housing Authority.

1. Residents will register their animal with the PHA and will update the registration annually. The registration will include: (*Appendix 1*)

   a. Information sufficient to identify the animal and a picture of the animal;

   b. A certificate signed by a licensed veterinarian or a State or Local Authority empowered to inoculate animals, stating that the animal has received all inoculations required by applicable State and Local Law;

   c. The name, address, and telephone number of one or more responsible parties who will care for the animal if the animal owner dies, is incapacitated, or is otherwise unable to care for the animal.

   d. The registration will be updated annually at the annual re-examination of Residents' income.

   e. A statement indicating that the animal owner has read the animal ownership rules and agrees to comply with them; (*Appendix 2*)

   f. The PHA may refuse to register an animal if:

      1) The keeping of the animal would violate any local ordinances;
      2) The animal owner fails to provide complete animal registration information;
      3) The animal owner fails annually to update the animal registration;
      4) The PHA reasonably determines, based on the animal owners' habits and practices and the animal's temperament, that the animal owner will be unable to keep the animal in compliance with the animal rules and other legal obligations;

5) Financial ability to care for the animal will not be a reason for the PHA to refuse to register an animal.

g. The PHA will notify the animal owner if the PHA refuses to register an animal. The notice will:

1) State the reasons for refusing to register the animal;
2) Be served on the animal owner in accordance with procedure outlined in paragraph B1 of this policy; and
3) Be combined with a notice of an animal rule violation if appropriate.

2. Animals shall be neutered or spayed, if applicable, and verified by veterinarian, cost to be paid by the owner. Animal owners will be required to present a certificate of health from their veterinarian verifying all required annual vaccines, initially and at re-examination/annually.

3. Animals shall be quartered in the Residents unit.

4. Animals shall be kept on a leash and controlled by a responsible individual when taken outside.

5. No dog houses will be allowed on the premises.

6. Animals, shall be allowed to run only on the owner's lawn and owners shall clean up animal's waste EACH day.

7. The City Ordinance concerning animals will be complied with.

8. Animals shall be removed from the premises when their conduct or condition is duly determined to constitute a nuisance or a threat to the health and safety of the animal owner, occupants, staff or contractors of the PHA in accordance with paragraph B3 below.

9. Birds must be kept in regular bird cages and not allowed to fly throughout the unit.

10. Visiting guests with animals will not be allowed with the exception of service animals.

11. Dishes or containers for food and water will be located within the owner's apartment.

12. Each resident family will be responsible for the noise or odor caused by their animal. Obnoxious odors can cause health problems and will not be tolerated.

13. Each resident family will be responsible for controlling the conduct of their animal during inspections, pest control, maintenance, etc. Failure of the PHA to gain access to the unit during scheduled maintenance will result in an animal violation notice (described herein) being sent to the resident. **Note: PHA will not call resident to come secure animal for scheduled maintenance.**

B. Animal Violation Procedure

1. **NOTICE OF ANIMAL RULE VIOLATION (Appendix 3):** When the PHA determines on the basis of objective facts supported by written statements, that an animal owner has violated one or more of these rules governing the owning or keeping of animals, the PHA will:

   a. Serve a notice of the animal rule violation on the owner by sending a letter by first class mail, properly stamped and addressed to the Resident at the leased dwelling unit, with a proper return address, or serve a copy of the notice on any adult answering the door at the Residents' leased dwelling unit, or if no adult responds, by placing the notice under or through the door, if possible, or else by attaching the notice to the door;

   b. The notice of animal rule violation must contain a brief statement of the factual basis for the determination and the animal rule or rules alleged to be violated;

   c. The notice must state that the animal owner has three (3) days from the effective date of service of notice to correct the violation (including, in appropriate circumstances, removal of the animal) or to make a written request for a meeting to discuss the violation, (the effective date of service is that day that the notice is delivered or mailed, or in the case of service by posting, on the day that the notice was initially posted);

   d. The notice must state that the animal owner is entitled to be accompanied by another person on his or her choice at the meeting;

   e. The notice must state that the animal owners' failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in initiation of procedures to terminate the animal owners' residency.

2. **ANIMAL RULE VIOLATION MEETING:** If the animal owner makes a timely request for a meeting to discuss an alleged animal rule violation, the PHA shall establish a mutually agreeable time and place for the meeting to be held within five (5) days from the effective date of service of the notice of animal rule violation (unless the PHA agrees to a later date).

   a. The PHA and the animal owner shall discuss any alleged animal rule violation and attempt to correct it and reach an agreeable understanding.

   b. The PHA may, as a result of the meeting, give the animal owner additional time to correct the violation.

   c. Whatever decision or agreements, if any, are made will be reduced to writing, signed by both parties, with one copy for the animal owner and one copy placed in the PHAs Resident file.

3. **NOTICE OF ANIMAL REMOVAL:** If the animal owner and the PHA are unable to resolve the animal rule violation at the animal rule violation meeting, or if the PHA determines that the animal owner has failed to correct the animal rule violation within any additional time provided for this purpose under paragraph B1

above (or at the meeting, if appropriate), requiring the animal owner to remove the animal. This notice must:

a. Contain a brief statement of the factual basis for the determination and the animal rule or rules that have been violated;

b. State that the animal owner must remove the animal within three (3) days of the effective date of service of notice or animal removal (or the meeting, if the notice is served at the meeting);

c. State the failure to remove the animal may result in initiation of procedures to terminate the animal owners' residency.

4. **INITIATION OF PROCEDURE TO TERMINATE ANIMAL OWNERS RESIDENCY:** The PHA will not initiate procedure to terminate an animal owners' residency based on an animal rule violation unless:

a. The animal owner has failed to remove the animal or correct the animal rule violation within the applicable time period specified in paragraph 3b above;

b. The animal rule violation is sufficient to begin procedures to terminate the animal owners' residency under the terms of the lease and application regulations;

c. Provisions of Resident's Lease, Section XV: "Termination of Lease" will apply in all cases.

C. Protection of the Animal

1. If the health or safety of an animal is threatened by the death or incapacity of the animal owner, or by other factors that render the animal owner unable to care for the animal, the PHA may:

a. Contact the responsible party or parties listed in the registration form and ask that they assume responsibility for the animal;

b. If the responsible party or parties are unwilling or unable to care for the animal, the Authority may contact the appropriate State or Local Authority (or designated agent of such Authority) and request the removal of the animal;

c. If the PHA is unable to contact the responsible parties despite reasonable efforts, action as outlined in 1b above will be followed; and

d. If none of the above actions reap results, the PHA may enter the animal

owners' unit, remove the animal, and place the animal in a facility that will provide care and shelter until the animal owner or a representative of the animal owner is able to assume responsibility for the animal, but no longer than thirty (30) days. The cost of the animal care facility provided under this section shall be borne by the animal owner.

D. NUISANCE OR THREAT TO HEALTH OR SAFETY

Nothing in this policy prohibits the PHA or the Appropriate City Authority from requiring the removal of any animal from the PHA property. If the animal's conduct or condition is duly determined to constitute, under the provisions of State or Local Law, a nuisance or a threat to the health or safety of other occupants, staff of the PHA property, contractors or other persons in the community where the project is located.

E. APPLICATION OF RULES

1. Animal owners will be responsible and liable for any and all bodily harm to other residents or individuals and destruction of personal property belonging to others caused by owner's animal will be the moral and financial obligation of the animal owner.

2. All animal rules apply to resident and/or resident's guests.

Appendix 1

ANIMAL OWNERSHIP AGREEMENT

1. Management considers the keeping of animals a serious responsibility and a risk to each resident in the apartment. If you do not properly control and care for an animal, you will be held liable if it causes any damages or disturbs other residents.

2. **Conditional Authorization for Animal.** You may keep the animal that is described below in the apartment until Dwelling Lease is terminated. Management may terminate this authorization sooner if your right of occupancy is lawfully terminated or if you or your animal, your guests or any member of your household violates any of the rules contained in the PHA's Animal Ownership Policy or this Agreement.

3. **Description of Animal.** This form must be completed for each assistance animal.

Animal's Name _____Type _____

Breed_____Color_____ Weight _____ Age _____

Housebroken? _____City of License: _____License No.:_____

Date of last Rabies shot _____

Name, address and phone number of person able to care for animal in case of resident's permanent or temporary inability to care for animals

Name _____

Address _____Phone _____

Attach photo of animal

Appendix 2

ANIMAL OWNERRSHIP CERTIFICATION

By: _____

Title: _____

Resident: _____

Resident: _____

Resident: _____

I have read, fully understand, and will abide by the rules and regulations contained in the PHA'S Animal Ownership Policy and in this Animal Ownership Agreement.

Appendix 3

ANIMAL OWNERSHIP POLICY
RULES VIOLATION NOTICE

DATE: _____

TIME: (IF DELIVERED) _____ A.M. P.M.

TO:

NAME OF RESIDENT: _____

STREET ADDRESS: _____

CITY, STATE, ZIP CODE _____

ANIMAL NAME OR TYPE: _____

This notice hereby informs you of the following rules violation:

_____

_____

Factual Basis for Determination of Violation:

_____

_____

As an animal owner you have ten (10) calendar days from the date shown on this notice (date notice delivered or mailed) in which to correct the violation or make a written request for a meeting to discuss the violation.

As an animal owner you are entitled to be accompanied by another person of your choice at the meeting.

Failure to correct the violation, to request a meeting, or to appear at the requested meeting may result in initiation of procedures to terminate your tenancy.

_____ _____

Executive Director Date

Request for Emotional Support Animal

This form is to be used by an applicant applying for or a current resident of Mathis Housing Authority to request a change in a rule, policy, or procedure to his/her Dwelling Lease, Animal Ownership Addendum, or non-housing program because of his/her disability.

This form should be completed by the applicant/resident in need of an Emotional Support Animal unless the individual is a minor or cannot do this as a direct result of his/her disability. In this case, the applicant/resident's designee may complete the form.

Please let Management staff know if you need assistance in completing this form. Management staff will assist upon request. Applicants should send the completed form to the Applications Department. Residents should deliver this form to their Property Manager.

The Fair Housing Act prohibits discrimination in housing based on race, color, religion, national origin, sex, familial status, or disability.

Date of Request: _____

1. Name of the applicant/resident with a disability requesting the accommodation:

   Name: _____

   Phone: _____

   Address: _____

2. Name of person completing this form if not the individual listed above:

   Name: _____

   Phone: _____

   Address: _____

Definition: The Department of Housing & Urban Development's definition of an assistance animal is "…an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or that provides emotional support that alleviates one or more identified effects of a person's disability. An assistance animal is not a pet."

3. Please complete the following information.

   a) ☐ Yes ☐ No I have a disability[1].
   [1] In accordance with FHEO Notice: FHEO-2013-01, a disability is described as a physical or mental impairment that substantially limits one or more major life activities.

   b) ☐ Yes ☐ No I have a disability-related need for an Emotional Support Animal[2].

[2] In accordance with FHEO Notice: FHEO-2013-01, the assistance animal must work, provide assistance, perform tasks or services for the benefit of a person with a disability, or provide emotional support that alleviates one or more of the identified symptoms or effects of a person's existing disability.

c) ☐ Yes ☐ No Does that assistance animal pose a direct threat[3] to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation?
[3] An assistance animal cannot be aggressive or threatening in any way toward a person or other animals.

d) ☐ Yes ☐ No Does that specific assistance animal in question cause substantial physical damage to property[4] of others that cannot be reduced or eliminated by another reasonable accommodation.
[4] An assistance animal cannot routinely damage the physical structures or grounds of the landlord or neighbors.

e) ☐ Yes ☐ No Is this assistance animal required because of a disability?

Verification: You may verify that I have a disability (but not the nature or severity of the disability) and my need for this request as a direct result of my disability and necessity of an Emotional Support Animal by contacting the following person/s: (Give name, address, phone number of your **professional medical provider (IE: physician, psychiatrist, or mental health professional).** This individual should be able to verify that the Emotional Support Animal provides emotional support that alleviates one or more of the identifiable symptoms or effects of an existing disability

Name: _____

Title: _____

Address: _____

Phone: _____

Release of Information:

I give you permission to contact the above individual(s) to verify that I, or a family member that is under my guardianship, has a disability and needs the Reasonable Accommodation in an assistance animal requested above as a direct result of this disability. I understand that the information will be kept completely confidential and used solely to determine if you will allow for an accommodation/modification in an assistance animal.

Signed: _____ Date: _____

Certification of Need for
An Emotional Support Animal as a Reasonable Accommodation

Date:_____

Dear _____ (name of medical provider),

_____(name of Applicant/Resident) has given the New Boston Property Management and NETX Properties permission to contact you (see attached) to verify that he/she has a disability within the meaning of the definition provided below, and **as a direct result of his/her disability**, needs a change in a rule, lease, policy, procedure, or service. Please **do not** send us medical records or disclose what type of disability he/she has. *Please return this form to the New Boston Property Management using the stamped self-addressed envelope provided.* This form will not be accepted from the patient. Thank you.

Definition: The Department of Justice's revised the American Disability Act's definition of an "Assistance Animal" as "any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability." The revised regulations specify that "the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purposes of this definition." (28 CFR § 35.104; 28 CFR § 36.104)

Please answer the following questions:

a) ☐ Yes ☐ No This individual has a disability[1].
[1] In accordance with FHEO Notice: FHEO-2013-01, a disability is described as a physical or mental impairment that substantially limits one or more major life activities.

b) ☐ Yes ☐ No This individual has a disability-related need for an Emotional Support Animal[2]. Without the Emotional Support Animal, the individual would be substantially limited in one or more major life activities.
[2] In accordance with FHEO Notice: FHEO-2013-01, the assistance animal must work, provide assistance, perform tasks or services for the benefit of a person with a disability, or provide emotional support that alleviates one or more of the identified symptoms or effects of a person's existing disability.

c) ☐ Yes ☐ No Does this assistance animal in question provide services required to meet the needs of the person with a disability? The assistance is not just convenience but is required for the mental and/or physical wellbeing of the individual in question.

I will testify under oath that the above information is true to the best of my knowledge. I understand that false information is punishable under Title 18, Section 1001 of the U.S. Code.

Medical Provider's Signature Printed Name

Name of medical facility or type of profession (physician, psychiatrist, social worker, etc.)

Name of Individual Supplying Information Title of Individual Supplying Information

Address

Phone Date

PENALTIES FOR MISUSING THIS CONSENT

Title 18, Section 1001 of the U.S. Code states that a person who knowingly and willingly making false and fraudulent statements to any department of the United States Government, HUD, the Property Management, and any owner (or any employee of HUD, the PHA, or the owner) may be subject to penalties for unauthorized disclosures or improper uses of information. Use of the information collected based on this verification form is restricted to the purposes cited above.

If you have any questions about filling out this form, please call the **ADA Coordinator, Telephone 903-628-2951 or TTY 903-628-2279.**

The Fair Housing Act prohibits discrimination in housing based on color, race, religion, national origin, sex, familial status, or disability.

REASONABLE ACCOMMODATION AGREEMENT
For Emotional Support Animals

Applicant's Name: _____

Address: _____

Telephone Number/TTY: _____

Date: _____

New Boston Property Management agrees to make the reasonable accommodation(s) described below, to provide the named applicant an equal opportunity to have an Assistance Animal reside in/on Management's property. This agreement is being entered into solely to permit the applicant an equal opportunity to use and receive the benefits of housing benefits. It is not a lease addendum and shall not be enforced as a pre-condition for a continued occupancy.

Description of Assistance Animal:

_____

_____

_____

_____

_____

Name: _____

Signature: _____

Manager's Name: _____

Signature: _____

Date Agreement Executed: _____

Note: send copy to 504/ADA Coordinator

REASONABLE ACCOMMODATION AGREEMENT
For Residents

Resident's Name: _____

Address: _____

Telephone Number/TTY: _____

Date: _____

New Boston Property Management agrees to make the reasonable accommodation(s) described below, to provide the resident an equal opportunity to reside in public or assisted housing.

Description of Accommodation(s): _____

_____

_____

_____

_____

Resident Name: _____

Signature: _____

Manager's Name: _____

Signature: _____

Date Agreement Executed: _____

Note: send copy to 504/ADA Coordinator