



ADMINISTRATION CENTER
Phone 970.874.7266 • FAX 970.874.8612 • TDD 1.800.545.1833
501 14th Street, Delta, CO 81416

Assistance Animal Policy

Application: *This policy applies to households with a member who is disabled and who have requested or obtained from the Delta Housing Authority a reasonable accommodation permitting an assistance animal as that term is defined below and in 24 C.F.R. §§ 5.303; 960.705. The Delta Housing Authority (“DHA”) will provide this document in an alternative format, upon request. Individuals who are granted an assistance animal as a reasonable accommodation will be subject to this Assistance Animal Policy.*

Definitions:

An **assistance animal** is an animal that works, provides assistance, or provides emotional support for a person with a physical or mental impairment that substantially limits at least one major life activity or bodily function. 24 C.F.R. §§ 5.303; 960.705. An assistance animal includes service animals and other trained or untrained animals (throughout this policy, “service animals” and “assistance animals” will be together referred to as “assistance animal(s)”). An assistance animal is *not* a pet.

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.

Requests for an Assistance Animal: An applicant or resident who is a person with a disability (hereafter, the “individual”) may request an assistance animal as a reasonable accommodation in accordance with DHA’s Reasonable Accommodation Policy. Persons making a request are encouraged to make a request in writing in order to avoid miscommunication. See Joint Statement, Q and A 13 (May 17, 2004) at www.hud.gov/sites/documents/huddojstatement.pdf.

Verification of Request: DHA shall strictly limit its requests for information to only the information necessary to verify the existence of the individual’s disability and/or to evaluate if the accommodation is needed because of the disability. Where the disability of the individual and the need for the assistance animal is readily apparent (e.g., a dog observed guiding an individual who is blind or has low vision or providing assistance with stability or balance to an individual with an observable mobility disability), further inquiries by DHA are unnecessary.

If the disability or impairment that may form the basis for a request for an assistance animal is not observable, the DHA may request information regarding both the disability the disability-related need for the animal. DHA is not entitled to know, for the purpose of processing a reasonable accommodation request, an individual’s diagnosis. See FHEO Notice: FHEO-2020-01, p. 9.

When determining whether the individual provided information that reasonably supports that the person seeking the accommodation has a disability, DHA may use its discretion to rely on the truth and accuracy of the information provided by the individual, or may require additional information from the individual, including a determination of disability from a federal, state or local government agency, receipt of disability benefits or services, eligibility for housing assistance or a HCV because of disability, or information confirming the individual’s disability from a health care provider (such as a physician, psychiatrist, social worker or other mental health professional), a peer support group, a non-medical service agency (e.g. National Association of the Deaf) or from a reliable third party who is in a position to know about the individual's disability.

When determining whether the individual requesting the accommodation provided information which reasonably supports that the animal does work, performs tasks, provides assistance, and/or provides therapeutic emotional support with respect to the individual’s disability, DHA may, at its discretion, rely on the truth and accuracy of the information provided by the individual signing this policy, below. Alternatively, DHA may require further information or documentation from the individual to determine whether the assistance animal is necessary because of a disability, the tenant making the request for accommodation must cooperate with DHA in a timely manner in providing all information needed to determine if the accommodation is necessary. If necessary to make this determination, the DHA may request additional relevant information and/or to speak



directly with the person supplying the third-party verification to obtain additional information with the applicant's or resident's authorization. DHA evaluates assistance animal requests on a case-by-case basis.

If DHA has verified the existence of the individual's disability and that the accommodation is needed because of the disability, the DHA may still refuse the request in certain circumstances. For example, DHA will consider whether the animal would constitute a direct threat to the health or safety of other individuals or whose tenancy would result in substantial physical damage to the property of others. If the assistance animal poses a direct threat that cannot be eliminated or reduced to an acceptable level through actions the individual takes to maintain or control the animal (e.g., keeping the animal in a secure enclosure), the accommodation request will not be granted. Requests may also be denied on the basis that granting the request would impose a fundamental alteration to the nature of the provider's operations or impose an undue financial and administrative burden on DHA.

Denial of a Reasonable Accommodation. Prior to denying a reasonable accommodation request, DHA will engage in a good-faith dialogue with the requestor (the "interactive process"). During the interactive process, DHA and the individual will discuss whether an alternative accommodation may be effective in meeting the individual's disability-related needs.

Tenant agrees to abide by the following Assistance Animal Ownership Rules:

A. General Responsibilities

1. Assistance animals should be registered with the Delta Housing Authority using the attached Assistance Animal Registration Form. Documentation to be submitted with the Assistance Animal Registration form, and updated annually, is as follows:
 - a. An identifying description of the animal, including a photograph (which may be submitted by the tenant or taken by DHA staff);
 - b. The name, address, and telephone number of at least one responsible party who will care for the animal if the owner dies or is unable to provide care for any reason.
2. The assistance animal will be exempt from the Pet Policy only as long as the assistance animal is necessary because of the resident's disability. The tenant must notify DHA in writing if the assistance animal is no longer needed or is no longer in residence. If the resident no longer has a disability-related need for the assistance animal, he or she may apply to keep the animal under DHA's Pet Policy.
3. The individual may not replace his/her assistance animal with another assistance animal without first notifying DHA staff, filling out a new Assistance Animal Registration, and meeting all of the requirements of this Policy for the replacement assistance animal.
4. The tenant must fully cooperate with DHA staff with regard to meeting the terms of this Policy.

B. Care & Treatment of Assistance Animal

1. The assistance animal must be well cared for at all times. Any evidence of mistreatment or abuse may result in immediate removal of the assistance animal and/or discipline for the tenant.
2. The tenant will be responsible for proper care of the animal. Expenses incurred by the tenant for the upkeep of an assistance animal are a deductible medical expense in the rent calculation process. Verification of such expenses will be required.

C. Handling of Assistance Animal

1. The resident must abide by all equally applicable residential policies that are unrelated to the resident's disability, such as assuring that the animal does not unduly interfere with or cause difficulties for other residents who reside in the same building/property.



2. Any evidence that the animal is a direct threat to the health and safety of others or will cause substantial property damage, including any display of aggressive behavior by the assistance animal, will result in immediate removal of the assistance animal from DHA housing.
3. DHA staff shall not be required to provide care or food for any assistance animal.
4. Assistance animals are subject to all leash laws and local ordinances. As with any other animal, an assistance animal must be under the control of a responsible individual, and effectively and appropriately restrained, while in or on the common areas of the property. To be effectively and appropriately restrained, the animal must be generally held on a hand-held leash no longer than six (6) feet, carried by its owner, or in a pet carrier. The assistance animal must wear an identification tag that includes the tenant's name at all times.
5. If the assistance animal is the type that must be taken outside to relieve itself, the resident must take the animal to the area(s) designated for animal relief and waste where such an area has been designated. Management will advise the tenant of any designated area at the property in which the tenant resides. The resident must ensure waste is disposed of appropriately by placing it into a plastic bag and disposing of the bag immediately in an outside garbage receptacle provided by DHA. Animal waste or litter shall not be deposited in the toilet. Hands should be thoroughly cleaned by the tenant after he/she has attended to the assistance animal's elimination needs.
6. The resident must clean up after the assistance animal immediately and immediately report any damage caused by the assistance animal to DHA. Failure to report damage in a timely manner may result in tenant discipline.
7. The tenant will assure that the animal is not a nuisance to other residents, DHA employees or contractors, or any other person(s) who may be on DHA property for a legitimate reason, such as residents' guests, emergency personnel, employees of the utility companies, inspectors, etc.
8. For the purpose of enforcing the Assistance Animal Ownership Rules, an animal shall be deemed a Nuisance if the animal:
 - a. causes damage to the property of anyone other than its owner;
 - b. causes unreasonable odors;
 - c. causes unsanitary conditions;
 - d. barks, whines, howls, or makes other disturbing noises for an extended period of time that is disturbing to others;
 - e. exhibits aggressive behavior toward other people or animals;
 - f. chases other people, animals, or vehicles;
 - g. is found to be "at large." "At large" means that the animal is not in the tenant's unit and is not under the control of a responsible individual with effective and appropriate means of constraint. DHA staff will report animals "at large" and/or aggressive animals to City of Delta Animal Control for enforcement of the local ordinances.

D. Location/Access of Assistance Animal

1. Assistance animals will be allowed in the common areas of the property when accompanying the resident and under the resident's immediate control; however, no animal shall be tied or chained up outside the residence without the animal's owner at any time. Under no circumstance should an assistance animal be permitted to sit on or lie on common area furnishings.
2. Notwithstanding the restrictions set forth herein, the assistance animal must be properly housed and restrained or otherwise under the dominion and control of the resident at all times. No resident keeping an assistance animal shall permit such animal to go loose or run at large. If an assistance animal is found running at large, the animal is subject to capture and confinement and immediate removal of the animal from DHA property.
3. Animals left unattended for more than 24 hours are subject to removal from the premises (aquarium fish are excluded from this rule). DHA will attempt to make arrangements for removal with the emergency contact listed on the Assistance Animal Registration form. If, for any reason, the emergency contact is unwilling or unable to remove the animal from the premises, DHA will contact the City of Delta Animal Control to remove it. Any costs associated with the removal of an animal will be the tenant's responsibility.

E. Access to Unit/Apartment by Maintenance Personnel



1. The assistance animal must be caged, crated, or removed from the unit when DHA personnel or other designated individuals enter a room for facility maintenance or emergency reasons.
2. If the presence of the assistance animal prevents the delivery of service (i.e., pest control) or interferes with facility maintenance, the resident may be requested to temporarily or permanently remove the assistance animal or, when applicable, be present when facility maintenance is performed.
3. DHA personnel and contracted vendors are not responsible if the assistance animal leaves the tenant's assigned residence.

F. Emergency Evacuation

1. DHA is not responsible for removal of an assistance animal during emergency evacuation for events such as fire. Emergency personnel will determine whether to remove the assistance animal and may not be held responsible for the care, damage to, or loss of the assistance animal.

Questions regarding this Assistance Animal Policy or requests for assistance in completing an Assistance Animal Registration form may be referred to:

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TDD 1.800.545.1833

It is DHA's, HUD's and USDA's policy: "That no person shall be discriminated against on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. This policy will be communicated to the public through all appropriate DHA, HUD and USDA public information channels, in English or languages appropriate to the local population and in alternative means of communication (Braille, large print, audio tape, etc.)"

Acknowledgment of Receipt of Policy and Verification:

By signature below, I acknowledge that I have received a copy and understand the Assistance Animal Policy.

By signature below, I verify the truth and accuracy of the information provided and the representations made by me to DHA with regard to my reasonable accommodation request. I understand that it is a crime in Colorado to intentionally misrepresent a pet as a service animal or assistance animal (C.R.S. § 18-13-107.2, 107.7) or to falsely impersonate an individual with a disability. C.R.S. § 18-13-107.

I further agree to comply with all provisions in this policy and acknowledge that failure to do so may jeopardize my housing assistance.

Print Tenant Name: _____

Tenant Signature

Date



ASSISTANCE ANIMAL REGISTRATION

Tenant Name

Address: City, State

Phone Number:

I received written permission from the Delta Housing Authority to keep the following ASSISTANCE ANIMAL in my residence at _____ as a tenant of the Delta Housing Authority.

Assistance Animal Name

Type of Animal ___ Small caged animal(s) - Type and Number

___ Fish Aquarium - Type and Size:

___ Cat ___ Dog ___ Other (Describe): _____

Identifying Description: (color, size, etc.)

Required attachments: _____ Photograph of Animal, unless small, caged or in Aquarium

The alternate custodian for my Assistance Animal is:

Name

Address: City, State Phone Number

I fully understand the Assistance Animal Policy and agree to comply with all provisions of the Policy. I further understand that when signed, this ASSISTANCE ANIMAL REGISTRATION becomes a part of my lease agreement with Delta Housing Authority.

Tenant Signature

Date:

DHA Approving Agent Signature

Date