

## **Grand Rapids Housing Commission Pet and Service Animal Policy**

Residents who live in the Grand Rapids Housing Commission (hereafter referenced as GRHC) housing developments are permitted to own common household pets. Service animals that are needed as a reasonable accommodation for persons with disabilities are not considered pets, rather tools or auxiliary aids. Service animals are fully functional tools to assist individuals with disabilities. Characteristics of service animals may include full capability of IRS tax deduction, harness or vest of some type, and how it acts. An animal that exhibits nuisance behavior, such as that defined in Paragraph 19 herein, is no longer seen as a tool but as a pet. Such behavior by a service animal may negate protections provided under law and subject the animal to all pet restrictions. Nothing herein shall hinder full access to the apartments and the common areas by individuals with disabilities as allowed by law.

### **PRIOR WRITTEN APPROVAL**

Pets must be approved prior to bringing on-site. An applicant or resident shall complete the *GRHC Pet Application Form*, submit the completed form to management, and participate in a screening process including providing references and other documentation pertinent to the well being of the animal as specified under this policy. At no time, will the GRHC approve of exotic pets such as snakes, monkeys, game pets, ferrets, birds of prey, piranha or other dangerous fish, insects, arachnids, etc. and such pets are not permitted on, or in, GRHC housing developments. Fish will be limited to one tank or aquarium, not to exceed twenty (20) gallons in capacity. Pets must not exceed twenty (20) pounds and eighteen (18) inches in height at full growth.

A written response approving or denying the pet and/or service animal will be provided to the resident after a review of the *Pet Application Form* and other accompanying documents. Only after approval by the GRHC will the pet be allowed on Housing Commission property.

### **Service Animals**

Service animals shall not be prohibited from entering the premises when facilitating the rights of a disabled individual to access public accommodations. When an applicant or existing resident asserts and can verify that a service animal is trained for his/her disability, a *Request for Reasonable Accommodation* should be made. A *Request for Reasonable Accommodation* form will be provided in accordance with the *GRHC Admissions and Continued Occupancy Policies*. This form must be completed by the applicant or resident and approved by the GRHC prior to allowing the service animal to live on-site.

In compliance with federal Fair Housing and ADA regulations, the GRHC will require verification that an individual requesting the service animal is a person with a disability and that the animal is needed to assist with the disability. The required documentation must be from a medical doctor, psychiatrist, or PhD psychologist, and state that the individual is disabled and that this specific animal is necessary to perform daily tasks. In the alternative, the GRHC will

accept verification from an official source that the animal has been certified by a nationally recognized organization. **Under no circumstance will the GRHC violate the individual's rights by inquiring about the nature of the disability.**

After reviewing the *Request for Reasonable Accommodation* and supporting verification, the GRHC will provide a written response to the resident's request. The request for a service animal may only be denied and deemed unreasonable if the animal behaves in such a way that is threatening to others and or is not kept in a clean and proper fashion.

### Requirements

Residents with pets or service animals will be expected to be responsible animal owners and shall adhere to the following rules. The word "animal" when used alone herein refers to both pets and service animals.

1. No guest shall be allowed to bring pets on the premises. Residents will not be permitted to pet sit or house a pet without fully complying with this policy. The only exception will be a GRHC-sponsored visiting pet program. Feeding or otherwise caring for stray animals is prohibited. Stray or injured animals shall be reported to the local animal control to be picked up.
2. Animals shall not be kept, bred, or used for any commercial purpose.
3. Only one (1) dog or cat will be allowed per apartment.
4. All cats and dogs shall be spayed or neutered by six (6) months of age unless a veterinarian deems the procedure medically unsafe.
5. Cat owners shall provide a scratching post if the animal is not declawed.
6. Pets shall be confined to the pet owner's unit and shall not be allowed to roam free or left unattended and/or tethered on patios or balconies.
7. With the exception of service animals, animals are not allowed in the lobbies except when leaving or entering the building. All other common areas are off limits to pets. All birds must be in a cage when outside of the resident's apartment. All other animals must be on a leash or in an appropriate animal carrier when outside of the resident's apartment.
8. As a courtesy to other residents who may fear or be allergic to animals, residents in the high-rise buildings should transport animals only in the designated elevator.
9. Pet bedding should only be washed in the designated appliances. This information is posted at each site with information discussed in Paragraph 16 herein.

10. The GRHC may require that a dog is muzzled when not in the owner's apartment, or removed from the property if it has been at all aggressive.
11. Service animals may be barred from the premises only when it is a "direct threat" to others. Examples of when a service animal can be barred include when there is an oozing or open wound, barking and biting, jumping or lunging, other vicious behavior, or creating a health hazard (such as directly causing an asthma attack), etc.
12. All apartments with animals must be kept free of pet odors and maintained in a clean and sanitary manner. Apartments with animals will be subject to inspection once a month at the discretion of the GRHC. The cost of fumigation required as a result of flea infestation may be assessed to the resident.
  13. Litter boxes must be provided for cats. Owners must separate the pet waste from the litter daily and change the litter weekly. Litter may not be disposed of in toilets, but must be bagged properly and disposed of as referenced in Paragraph 14 herein.
14. No pet waste may be dropped down trash chutes. It must be placed in a plastic bag, tied securely and deposited in the dumpster or in the following designated areas only:  
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15. Dogs and cats shall not be permitted to excrete anywhere in the building (other than in litter boxes in the resident's apartment). Owners will be responsible for immediately removing feces dropped anywhere in the building or on the grounds, unless other pre-approved reasonable accommodations have been made. The GRHC may impose a waste removal charge of \$5.00 per occurrence on owners who fail to remove animal waste in accordance with Paragraphs 13-16 herein. A warning will be issued before the first charge is assessed.
  16. Persons who walk animals are responsible for immediately cleaning up after their animals and discarding securely bagged pet droppings as noted in Paragraph 14 herein. The GRHC may designate areas(s) on the grounds of each site for "Pet Runs". The list of site-specific "Pet Run" areas is posted at each site.
17. No doghouses are allowed by the GRHC. The resident shall make no modifications to their unit unless approved by the GRHC under a *Request for Reasonable Accommodation*.
18. Owners are responsible for any damage caused by their animal. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage are also the full responsibility of the animal owner. The resident must pay any damages to apartment or common areas within thirty (30) days.
19. No animal shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance behavior for the purposes of this paragraph are:

- a) Animals whose unruly behavior causes personal injury or property damage.
  - b) Animals who make noise continuously and/or incessantly for a period of ten minutes or intermittently for *two* hours or more to the disturbance of any person at any time of day or night
  - c) Animals in common areas who are not under the complete physical control of a responsible human companion and on a held leash of no more than six (6) feet in length or in an animal carrier.
  - d) Animals who relieve themselves on walls or floors of common areas.
  - e) Animals who exhibit aggressive or other dangerous or potentially dangerous behavior.
  - f) Animals who are conspicuously unclean or parasite infested.
20. Any animal that is a nuisance, or creates an unreasonable disturbance shall be removed by the owner within ten (10) days of a request by the GRHC.
21. The GRHC may enter the owner's apartment to inspect when circumstances so warrant, to investigate a complaint that there is a violation of the *Pet and Service Animal Policy*, and/or to check on a nuisance or threat to health and safety of other residents.
22. Every animal must be registered annually with the GRHC management office by providing the following:
- a) Proof of current license as required by State Law and available at the Kent County Treasurer's Office and/or Kent County Animal Shelter.
  - b) Proof of inoculations (as required by veterinarian).
  - c) Proof of protection from fleas such as a flea collar or prescription by veterinarian.
  - d) Identification tag or vest.
  - e) Update of the notarized statement naming the person(s) accepting responsibility for the care of their animal in case of absence more than one (1) day.

### Pet Deposits and Fees

Pet owners of dogs and cats agree to pay a Pet Deposit in advance over and above the Security Deposit that is to be used for collateral in case of damage to the apartment or GRHC property. The Pet Deposit shall be equal to one half (1/2) of the amount of the Security Deposit. The GRHC may allow the deposit to be made by installments over a three- (3) month period. This deposit is refundable after the resident vacates or no longer owns or keeps a pet in the unit. The deposit may be used to pay the reasonable cost of repairs, replacements to and fumigation of the resident's apartment. No deposit will be assessed to the owner of a service animal since it is a tool and not a pet.

### **Pet and Service Animal Policy Violations**

Violation of this policy shall be grounds for removal of the animal, termination of animal owner's lease, or both. *However, the GRHC may first opt to restrict a service animal from any area except the resident's apartment until significant steps have been taken to mitigate the improper behavior, including refresher training for both the animal and the resident. The authorization for a pet or service animal may be revoked at any time in accordance with the GRHC site-specific grievance procedure or appeal process. Residents who fail to comply with requests to correct violations will be asked to remove the animal from the premises within ten (10) days of notice from the GRHC; or if for a threat to health and safety, removal within twenty-four (24) hours of notice.*

If an animal is threatened by the incapacitation or death of the owner, or by extreme negligence, and the designated responsible individual is unwilling or unable to care for the animal, the GRHC will make every effort to return the service animal to the school or training facility which issued the animal, if appropriate, or place the pet or service animal in a proper facility for up to thirty (30) days. If there is no other solution at the end of thirty (30) days, the manager may donate the animal to a humane society. Cost of this professional care shall be the responsibility of the animal owner.

**I have read the Grand Rapids Housing Commission Pet and Service Animal Policy and agree to abide by all terms. I further agree to indemnify, defend and hold the GRHC and its employees harmless from and against any and all claims, actions suits, judgments and demands caused by, or resulting from, the actions of the resident's pets or service animals.**

**Pet and Service Animal Policy Attachments**

This policy is subject to and incorporates the following:

1. Attachment A Pet Application Form
2. Attachment B Alternate Caretaker Form
3. Attachment C Photograph of Pet
4. Attachment D Proof of Current License
5. Attachment E Proof of Current Inoculations
6. Attachment F Proof of Flea Treatment
7. Attachment G Request for Reasonable Accommodation Form

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Resident (Signature)

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Date

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Resident (Signature)

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Date

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Grand Rapids Housing Commission (Signature)

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Date