

29.0 SERVICE/COMPANION ANIMAL POLICY

Service/companion animals are allowed in all housing facilities with no restrictions other than those imposed on all residents to maintain their units and associated facilities in a decent, safe and sanitary manner and to refrain from disturbing their neighbors.

The purpose of this policy is to ensure that animal ownership will not be injurious to persons or property, or violate the rights of all residents to clean, quiet and safe surroundings.

This policy applies to Enfield Housing Authority Elderly housing complexes, Mark Twain Congregate Living Center, and Moderate Rental units.

- 1) Service/companion animals will be allowed on the property only after the approval of a reasonable accommodation request.
- 2) If the approved household member vacates the unit, the animal will be considered an unauthorized pet and must be removed from the property. The Tenant is responsible for any maintenance charges incurred due to damage caused by the animal.
- 3) The tenant must provide leak proof litter boxes for cat waste, which must be maintained within the unit.
- 4) The Tenant shall have the animal restrained when maintenance is to be performed within the unit. The Tenant shall, whenever an inspection or maintenance is scheduled, either be at home or shall have the animal restrained in an area away from where the work is to be done.

If a maintenance person, or staff member, enters an apartment where an animal is not restrained, maintenance shall not be performed, and the Tenant shall be charged a fee of \$25. The EHA will not be responsible if any animal escapes from the residence due to maintenance, inspections or other activities of the EHA.

- 5) The EHA may notify the proper authorities regarding any animal that is left unattended for 48 hours or longer. The EHA accepts no responsibility for animals so removed.
- 6) Animals shall remain inside a resident's unit unless on a leash and under the control of an adult resident at all times. They may not be tied outside. An unleashed animal or one tied to a fixed object is not under the control of an adult. All animals must be housed within the unit and no facilities can be constructed outside of the unit for any animal. Tenants may not alter patio or yard areas.
- 7) All animal waste is to be picked up and disposed of by the resident in sealed plastic bags and placed in the resident's own trash receptacle and/or dumpster. If the EHA staff needs to clean any waste left by an animal the Tenant will be charged \$25 for the removal of such waste.
- 8) Tenants shall provide proof of the following:
 - Current license from the Town of Enfield and inoculations against rabies and other inoculations required by local, state and federal laws. This information must be updated annually.
- 9) Tenants shall provide the EHA with a written description and photograph of the animal. Tenant shall also supply the name, address, and phone number of an, adult, alternate caretaker should the Tenant be unable to care for the animal. This alternate caretaker must agree to take the animal

under emergency situations and sign a statement of responsibility. This information will be kept in the tenant's file.

- 10) Tenants shall comply with all municipal codes and local, State and federal laws.
- 11) Dogs and cats must wear ID tags at all times. Tags must include the address of the owner.
- 12) Any damage done by an animal will be the responsibility of the Tenant and the Tenant will be billed according to the Lease agreement.
- 13) The EHA reserves the right to more frequent inspections of units with animals.
- 14) Under no circumstances is a service animal considered a pet.
- 15) Tenants who maintain a service/companion animal under this policy shall be liable for damages and/or injuries caused by their animal. EHA disavows any control over the animal and at no time shall be considered "keeper" of or in control of residents' animal.
- 16) Animals shall not disturb, interfere or diminish the peaceful enjoyment of other residents or neighbors by barking, howling, biting, scratching or such activities. If the animal should become destructive, create a nuisance, represent a threat to the safety and security of other Tenants, or create a problem in the area of cleanliness and sanitation the EHA will notify the Tenant, in writing, that the animal must be removed.
- 17) Approval for a service/companion animal may be denied or rescinded if the specific animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation or the animal would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation.
- 18) Failure to adhere to this Service/Companion Animal Policy will result in appropriate lease enforcement action, which may include lease termination and/or eviction.