

UNION POINT HOUSING AUTHORITY (UPHA)

ASSISTANCE ANIMAL AND PET POLICY

I. PURPOSE

The purpose of this policy is to establish guidelines for residents regarding the ownership of pets and the accommodation of assistance animals in housing operated by the Union Point Housing Authority (UPHA). This policy ensures compliance with federal, state, and local laws, including the Fair Housing Act (FHA), Section 504 of the Rehabilitation Act of 1973, and applicable HUD regulations.

II. DEFINITIONS

A. Pet

A domesticated animal kept for companionship or pleasure that is not a service animal or other assistance animal.

B. Assistance Animal

An animal that works, provides assistance, performs tasks, or provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance animals are not considered pets.

C. Service Animal

A dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability.

D. Emotional Support Animal (ESA)

An animal that provides emotional support, comfort, or companionship to an individual with a documented disability.

III. POLICY STATEMENT

UPHA allows residents to keep common household pets, subject to the restrictions and requirements outlined in this policy. UPHA will also provide reasonable accommodations for assistance animals for qualified individuals with disabilities.

Assistance animals are not subject to pet fees, deposits, or limitations that apply to pets.

IV. PET POLICY

A. Permitted Pets

Residents may keep the following types of pets:

- Dogs (small to medium size)
- Cats
- Birds (caged)
- Fish (aquariums up to 20 gallons)
- Small caged animals (e.g., hamsters, guinea pigs)

B. Prohibited Animals

The following animals are not permitted:

- Exotic or wild animals
- Livestock
- Reptiles (except small, non-venomous species if approved)
- Animals deemed dangerous or aggressive

C. Pet Registration

All animals must be registered with the management office prior to being brought onto the property. Required documentation includes:

- Proof of vaccinations
- Description and photo of the pet
- Emergency contact information

D. Pet Fees and Deposits

UPHA requires the following:

- Refundable Pet Deposit: \$300 per household
- Non-Refundable Pet Fee: \$100 per household
- Monthly Pet Rent: \$15 per pet

E. Pet Care and Responsibilities

Residents must:

- Maintain pets in a sanitary and humane manner
- Keep pets under control at all times (leash or carrier required outside unit)

- Clean up pet waste immediately
- Ensure pets do not disturb other residents (noise, odor, aggression)

F. Limitations

- Maximum of two (2) pets per household
 - Weight limit for dogs: 40 lbs (adult weight)
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V. ASSISTANCE ANIMAL POLICY

A. Reasonable Accommodation

Residents with disabilities may request a reasonable accommodation to keep an assistance animal. Requests may be made at any time.

B. Documentation

If the disability and/or need for the animal is not readily apparent, UPHA may request reliable documentation from a qualified professional verifying:

- The individual has a disability
- The animal provides assistance or emotional support related to the disability

C. Fees and Deposits

No pet deposit, fee, or rent will be charged for assistance animals.

D. Breed and Size Restrictions

Assistance animals are not subject to breed or size restrictions.

E. Responsibilities of Assistance Animal Owners

Residents must:

- Maintain control of the animal
- Ensure the animal does not pose a direct threat to others
- Comply with local animal control laws
- Clean up after the animal

F. Grounds for Denial

UPHA may deny a request for an assistance animal if:

- The animal poses a direct threat to health or safety
 - The animal would cause substantial physical damage to property
 - The request imposes an undue financial or administrative burden
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VI. GENERAL PROVISIONS

- Residents are responsible for any damages caused by their pets or assistance animals.
 - Repeated violations of this policy may result in removal of the animal and/or lease enforcement actions.
 - UPHA reserves the right to inspect units for compliance with this policy.
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VII. VIOLATIONS

Failure to comply with this policy may result in:

- Written warnings
 - Fines (where applicable)
 - Requirement to remove the animal
 - Lease termination proceedings
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VIII. EFFECTIVE DATE

Effective Date: _____

IX. ACKNOWLEDGMENT

I acknowledge that I have received and understand the Assistance Animal and Pet Policy of the Union Point Housing Authority and agree to comply with its terms.

Resident Name: _____

Signature: _____

Date: _____