

Chapter 10

PETS, SERVICE ANIMALS, AND EMOTIONAL SUPPORT ANIMALS (ESAs)

[24 CFR 5, Subpart C; 24 CFR 960, Subpart G]

INTRODUCTION

This chapter explains the PHA's policies on the keeping of pets, service animals, and emotional support animals (ESAs) and describes any criteria or standards pertaining to the policies. The rules adopted are reasonably related to the legitimate interest of the PHA such as protecting and preserving a decent, safe and sanitary living environment for all tenants, and to protect and preserve the physical condition of the property, as well as the financial interest of the PHA, without imposing unnecessary burdens and restrictions on pet owners.

Applicants who apply for occupancy are notified of the right to own and keep a pet, a service animal, or emotional support animal (ESA) at the time when they are offered a unit.

Tenants are permitted to own and keep common household pets in their units, in accordance with the duly established pet rules. Tenants are also permitted to own or keep a service animal or an emotional support animal in accordance with duly established service animals and emotional support animal rules. Tenants may request a copy of any current or proposed pet rules at any time.

The chapter is organized as follows:

Part I: Pets, Service Animals, and Emotional Support Animals (ESA): This part explains the difference between pets, service animals, and emotional support animals, and policies related to the designation of animals as well as their care and handling.

Part II: Pets Policies: This part includes pet policies that are common for all public housing tenants.

Part III: Pet Deposits and Fees: This part contains policies for pet deposits and fees.

Part IV: Exhibits: This part contains Lease Addendums

EXHIBIT 10-1: Lease Addendum for Service Animals Policy/Agreement

EXHIBIT 10-2: Lease Addendum for Emotional Support Animals (ESA) Policy/Agreement

EXHIBIT 10-3: Lease Addendum for Pet Policy/Agreement

PART I:

PETS, SERVICE ANIMALS AND EMOTIONAL SUPPORT ANIMALS' POLICIES

10-I.A. OVERVIEW

In compliance with HUD's Pet Ownership in Public Housing – PH Occupancy Guidebook dated December 2020, including Pennsylvania Law on Pets in Public Housing (Non-Service, Non-ESA, the Bethlehem Housing Authority (BHA) has revised this ACOP Chapter because BHA understands that service animals and emotional support animals (ESAs) are not the same and neither are considered pets. Therefore, the conditions and restrictions that BHA apply to pets are not applied to service animals and ESA. In addition, BHA has made a few revisions to improve its policies as HUD allows PHAs discretion to adopt requirements. HUD regulations permit public housing tenants to own or have pets subject to the PHA's reasonable requirements if pet owners maintain each pet responsibly and in accordance with State and local public health, animal control and anti-cruelty laws as well as the PHA's duly established pet policies. It is within the PHA's discretion to define "responsibly."

Furthermore, as of May 22, 2026, HUD limits federal housing protections for emotional support animals to trained service animals, removing the presumption that untrained ESAs must be accommodated.

HUD KEY CHANGES: HUD permanently rescinded its FHEO 2020-01 guidance on emotional support animals (ESAs) and issued a new enforcement standard under the Fair Housing Act (FHA) on May 22, 2026.

The new guidance aligns ESA enforcement with the Americans with Disabilities Act (ADA) definition of service animals, meaning:

- Only animals **individually trained to perform work or tasks directly related to a person's disability** are considered for reasonable accommodation.
- Requests for untrained ESAs are **no longer presumptively reasonable**, and housing providers are not expected to waive pet policies or fees for them as a matter of course.

Distinction Between Service Animals and ESAs

- **Service Animals:** Dogs (and miniature horses in limited cases) trained to perform specific tasks for a disability. They are protected under the ADA and FHA, and documentation is generally not required.
- **Emotional Support Animals:** Provide comfort or companionship but are **not trained to perform specific tasks. They are only protected under the FHA in housing**, and HUD no longer enforces categorical accommodation for untrained ESAs. **However**, PHAs must check with the state ESA Law.

Documentation Requirements

Housing providers may request documentation from a licensed healthcare professional if the disability or need for the animal is **not** obvious.

The documentation should confirm:

1. The tenant has a disability that substantially limits a major life activity.
2. The animal provides support connected to that disability.

Landlord cannot require:

- Specific forms, registrations, or certifications from commercial ESA websites, even animal service.
- Proof of training for untrained ESAs, or trained service animals
- Disclosure of the tenant's specific diagnosis.

Fees, Deposits, and Liability

- Pet fees, deposits, or monthly charges **cannot be applied** to service animals or ESAs.
- Housing providers may charge for **actual damage** caused by the animal, documented after moving out, or tenants report they no longer have the animal.

Grounds for Denial

A housing provider may deny a request for a service animal or ESAs **only** if:

- The animal poses a **direct threat** to health or safety.
 - The animal would cause **substantial property damage**.
 - The accommodation would impose an **undue financial or administrative burden**.
- Each determination must be **individualized**, not based on breed, size, or blanket policies

Practical Implications for Housing Providers

- Providers should update pet and animal policies to distinguish between trained service animals and untrained ESAs.
- Providers must engage in an interactive (dialog) process when reviewing requests for service animals or ESAs.
- **Compliance with state and local ESA laws remains necessary, as HUD's federal enforcement does not override broader local protections. Refer to PA ESA Law below.**
- Private lawsuits under the FHA are still possible, even if HUD does not pursue enforcement.

Summary

HUD's 2026 guidance represents a **major shift** in federal ESA enforcement:

- Untrained ESAs are no longer automatically accommodated.
- Only trained service animals are presumptively protected under federal housing law.
- Housing providers must carefully document decisions and **consider state/local laws (Refer to the PA ESA Law below).**

- Tenants retain the right to private legal action under the FHA.

This guidance does not change the Fair Housing Act itself, but it significantly alters HUD’s enforcement approach and reduces federal oversight of untrained ESA accommodations in housing.

Pennsylvania ESA Laws: Last updated: February 2026

Pennsylvania has notable ESA protections and fraud penalties under **Act 118 of 2018 (Assistance and Service Animal Integrity Act, 68 P.S. §§ 405.1–405.7)**. Act 118 explicitly defines “assistance animal” to include ESAs, requires that documentation be **“reliable and based on direct knowledge”** of the disability, imposes **criminal penalties for ESA fraud** (misdemeanor up to 1 year and \$2,500), and provides **landlord liability immunity** for permitted ESAs. Housing complaints are filed with the **Pennsylvania Human Relations Commission (PHRC)** within **180 days**.

This guide covers everything PA landlords and tenants need to know about their rights and responsibilities in Pennsylvania.

How ESAs Differ from Service Dogs

Understanding this distinction is critical, because it determines what rights ESA owners have.

	Service Dogs	Emotional Support Animals
Training	Individually trained to perform specific tasks	No training required
Species	Dogs (under ADA); broader under PHRA	Any species (under Act 118 + FHA)
Public Access	Full access to all public places	No public access rights
Housing	Protected (ADA + FHA + PHRA)	Protected FHA + PHRA + Act 118
Federal Law	ADA + FHA	FHA only (not ADA)
PA Law	18 Pa.C.S. § 7325 + PHRA	Act 118 + PHRA § 955(h)

An ESA provides emotional, cognitive, or other support through **companionship and presence** — they don’t need specialized training.

Service dog, by contrast, is trained to perform specific tasks related to a psychiatric disability and has full public access rights.

Act 118 of 2018: Pennsylvania’s ESA Framework

Act 118 is significant because it explicitly **recognizes ESAs in state law**. It defines an “assistance animal” as **“an animal, other than a service animal, that qualifies as a reasonable accommodation under the Fair Housing Act... and includes an emotional support animal when the animal qualifies as a reasonable accommodation.”**

Key provisions:

- ESAs are **explicitly recognized** as a category of assistance animals.
- ESAs can be **any species** — not limited to dogs.
- Specific **documentation and verification standards** are established.
- **Criminal penalties** for ESA fraud.
- **Landlord immunity** from liability for permitted ESAs.

Documentation Standards: “Reliable and Based on Direct Knowledge”

Act 118 establishes documentation standards for requests for accommodation of ESAs.

Under Section 3, any documentation proving disability and need for an assistance animal must:

1. Be **in writing**.
2. Be **“reliable and based on direct knowledge”** of the person’s disability and disability-related need.
3. Describe the person’s **disability-related need** for the animal.

PA landlords **could** question documentation that appears to lack a genuine provider-patient relationship. The “direct knowledge” language suggests the provider should have meaningful familiarity with the person’s condition — not just a one-time form submission.

Housing Rights

Both federal and Pennsylvania law protect tenants’ right to live with their service animal or ESA.

PENNSYLVANIA STATE HOUSING PROTECTIONS

The **PHRA (43 P.S. § 955(h))** prohibits housing discrimination based on disability, including refusing reasonable accommodations. **Act 118** adds the specific ESA documentation framework and fraud penalties.

TENANTS ARE ENTITLED TO

- Keep an ESA in **“no pets” housing**.
- Keep an ESA regardless of **breed, size, or weight restrictions**.
- Pay **no pet deposit, pet rent, or additional fees**.

LANDLORDS CAN:

- Request **written documentation** of disability and disability-related need **only when neither is readily apparent**.
- Require that documentation be **“reliable and based on direct knowledge”** of the disability.
- Reject documentation that does not appear to be based on **direct knowledge** of the disability.
- Deny the accommodation if the animal poses a **direct threat to health or safety**.
- Deny the accommodation if the animal would cause **substantial physical damage**.

- Hold tenants **financially responsible** for damage caused by the ESAs.

LANDLORDS CANNOT:

- Charge **pet deposits, pet rent, or any fees** for ESAs.
- Require **detailed medical records** (only written documentation of disability and need).
- Require **special certification, ID cards, or training documentation.**
- Impose **breed, weight, or size restrictions** on the ESAs.
- Deny housing because of a blanket “no pets” policy.
- Retaliate against tenants for requesting ESA accommodations.
- Request documentation when the disability **is readily apparent.**

Landlord Liability Immunity (Act 118 § 405.4)

Pennsylvania provides landlords and HOAs with **statutory immunity from liability** for injuries caused by a permitted ESA or service animal. This unique provision encourages landlords to comply with accommodation requests by reducing their legal risk. This protection is **not found in federal law** and is relatively rare among states.

ESA Letter Requirements

A valid ESA letter must come from a **licensed healthcare provider** whose documentation is reliable and based on direct knowledge of your disability.

Qualifying professionals include:

- Licensed Physicians (MD/DO)
- Licensed Psychologists
- Licensed Clinical Social Workers
- Licensed Professional Counselors
- Psychiatrists
- Psychiatric Nurse Practitioners

LETTER MUST CONFIRM

1. The documentation is **reliable.**
2. The provider has **direct knowledge** of tenant’s disability and disability-related need.
3. Tenants have a **disability** as defined by the FHA.
4. The animal provides **disability-related support**
5. Documentation must be **in writing, reliable and based on direct knowledge.**

To ensure tenants’ documentation meets the “reliable and based on direct knowledge” standard, tenant must consider avoiding:

- Services where the provider has no familiarity with tenant’s condition.
- Services that guarantee instant approval, based solely on a brief questionnaire.
- Any provider who issues a letter without any clinical evaluation of tenant’s disability.

Public Access:

ESAs have no public access rights in Pennsylvania. Only trained service dogs are permitted in public places under 18 Pa.C.S. § 7325 and the ADA.

ESAs cannot enter:

- Restaurants, cafes, or bars
- Retail stores or shopping malls
- Hotels or motels
- Hospitals or medical offices
- Theaters or entertainment venues
- Government buildings
- Any other place of public accommodation

The only exception is tenant housing, which is governed by the FHA, PHRA, and Act 118.

Registration and Identification Accessories

While registration, ID cards, vests, leashes, tags, and other identification accessories are **not required by law**, they only serve a practical purpose. It creates a smoother experience for tenants, landlords, and the people around ESAs.

- **ESA vests and harnesses** — clearly identify the animal as an emotional support animal.
- **ESA leashes** — printed with “Emotional Support Animal” for visibility.
- **ID cards and tags** — provide quick references when needed.

Nevertheless, it is up to the tenants.

ESA Fraud Penalties

Pennsylvania has some of the most aggressive ESA fraud penalties in the nation under Act 118:

Offense	Classification	Penalty
Misrepresenting a disability or need for an ESA	Misdemeanor of the 3 rd degree	Up to 1 year imprisonment / \$2,500 fine
Misrepresenting an animal as an ESA	Summary Offense	Up to \$1,000 fine
Creating or providing false ESA documentation	Summary Offense	Up to \$1,000 fine
Fitting a non-ESA with harness/vest/sign	Summary Offense	Up to \$1,000 fine

Both offenses result in a criminal record. The misdemeanor charge for misrepresenting a disability is notable severe, reflecting Pennsylvania’s strong stance against disability fraud.

10-I.B. APPROVAL OF SERVICE ANIMALS AND EMOTIONAL SUPPORT ANIMALS

Service animals and emotional support animals are not considered pets.

PHA Policy

Service Animals

The PHA shall initially follow the Department of Justice (DOJ) analysis to assessing whether an animal is a service animal under the Americans with Disabilities Act (ADA).

Under ADA, a service animal is individually trained to do work or perform tasks for the benefit of an individual with a disability. Only dogs (and, under ADA, miniature horses) qualify.

Service animals are individually trained to do work or perform tasks for the benefit of an individual with a disability, including physical, sensory, psychiatric, intellectual, or other mental disability.

The work or tasks performed by a service animal must be directly related to the individual's disability.

Common examples of disability-related tasks include,

- Assisting individuals who are blind or have low vision with navigation.
- Alerting individuals who are deaf or hard of hearing to the presence of people or sounds.
- Assisting an individual during a seizure.
- Retrieving items.
- Providing physical support and assistance with balance and stability.
- Helping a person with psychiatric and neurological disabilities.

As best practice, the PHA may use the following questions to help determine if an animal is a service animal under the ADA:

1. Is the animal a dog? If not, the animal is not a service animal but may be an emotional support animal.
2. Is it readily apparent (obvious) that the dog is trained to do work or perform tasks for the benefit of the individual with a disability? If yes, further inquiries are inappropriate because the animal is a service animal. If not, the PHA shall limit its inquiries to the following two questions: (1) Is the animal required because of disability? and (2) What work task has the animal been trained to perform?

If the answer to question (1) is "yes" and work or a task is identified in response to question (2), the PHA shall grant the requested accommodation. If the answer to either question is "no," the animal does not qualify as a service animal but may be an emotional support animal.

The PHA shall permit the service animal to enter all areas of the facility where members of the public are allowed.

Emotional Support Animals (ESAs)

The PHA shall not grant requests for ESAs that have not been requested by the tenants.

The PHA understands that ESAs provide emotional support, comfort, or companionship that alleviates at least one symptom or effect of a disability, and that ESAs do not need specialized training and can include dogs, cats, small birds, rabbits, hamsters, fish, and turtles.

If the animal does not qualify as a service animal, the PHA shall determine whether the animal would qualify as an emotional support animal.

If the tenant has indeed requested reasonable accommodation to get or keep an ESA in connection with their disability, the PHA shall use the following questions to help assess whether to grant ESA accommodation:

- Does the disabled person in questioned have an observable disability or does the PHA already have information giving them reason to believe that the person has a disability? If not, does the tenant requesting the accommodation provide information that reasonably supports a disability?

If the person has an observable disability, and the PHA already has information giving them reason to believe the person has a disability, or the person has provided information supporting a disability, then has the person provided information that reasonably supports that the animal provides therapeutic emotional support with respect to the individual's disability?

If yes, is the animal commonly kept in households? An animal commonly kept in households would be a dog, cat, small bird, rabbit, hamster, gerbil, other rodent, fish, turtle, or other small, domesticated animal that is traditionally kept in the home for pleasure rather than for commercial purposes.

For purposes of this assessment, reptiles (other than turtles), barnyard animals, monkeys, kangaroos, and other non-domesticated animals **are not** considered common household animals.

Request for Unique or Non-Traditional Animals

Animals that are not typically kept in households, such as reptiles other than turtles, barnyard animals, monkeys, or kangaroos, are classified as "unique" animals. **Requesting one comes with a significantly higher burden of proof.**

If the individual is requesting to keep a unique animal not commonly kept in households, then the requestor has the substantial burden of demonstrating a disability-related therapeutic need for the specific animal or the specific type of animal.

The documentation should come from a healthcare professional and ideally address:

- **Date of last consultation:** When the professional last saw the patient.
- **Why this animal?** What unique circumstances justify the need for this species rather than a dog or cat?
- **Professional knowledge of the animal:** Whether the healthcare provider has reliable information about this specific animal or specifically recommended this type.

Few examples, but not limited to when a unique animal might be justified:

- This animal is trained to perform tasks a dog cannot (such as a capuchin monkey that retrieves items and operates switches for a person with paralysis).
- Allergies prevent the person from using a dog or a cat, or other domesticated animal.
- A healthcare professional confirms that the person's symptoms would significantly worsen without that specific animal.

Without strong documentation the PHA shall have reasonable grounds to deny these requests.

General Considerations - Reasonable Accommodation

A person with a disability is not automatically entitled to have a service animal or emotional support animal. Reasonable accommodation requires that there is a relationship between the person's disability and the individual need for the animal.

Before denying a reasonable accommodation request due to lack of information confirming an individual's disability or disability-related need for an animal, the PHA **should** engage in a good-faith dialog with the tenant.

28 C.F.R. 36.104: "Service animal means 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." In plain language, in Pennsylvania, the Federal ADA controls who counts as a service dog for public-access purposes. The dog must be (1) individually trained, and (2) trained to perform a specific task or "work" tied to a disability. The training does not have to come from a professional school. The owner-trained service dogs are recognized under ADA, but the dog must perform a discrete task on cue or in response to stimulus. Emotional comfort alone, without a trained task, does not meet the ADA definition.

The question is whether the animal performs the assistance or provides the benefit needed by the person with the disability.

A PHA's refusal to permit an individual with a disability to use and live with a service animal or an emotional support animal that is needed to assist them, would violate FHA + PHRA + Act 118.

The Fair Housing Act does not require a dwelling to be made available to an individual whose tenancy would constitute a direct threat to the health or safety of other individuals or would result in substantial physical damage to the property of others. A PHA may therefore refuse reasonable accommodation if the specific animal poses a direct threat that cannot be eliminated or reduced to an acceptable level through the actions the individual takes to maintain or control the animal (e.g., keeping the animal in a security enclosure).

Both federal and Pennsylvania law protect tenants right to live with their service animal or emotional support animal, unless,

- There is reliable objective evidence that the animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by reasonable accommodation
- There is reliable objective evidence that the animal would cause substantial physical damage to the property of others

More Than One Animal

While most requests for reasonable accommodation involve one animal, requests sometimes involve more than one animal (for example, a person has a disability-related need for both animals, and two people living together may each have a disability-related need for a separate assistance animal). The PHA will use the decision-making process outlined in Chapter 2 for all reasonable accommodation requests seeking exceptions or modifications to its rules, policies, practices, or procedures so that **individuals** with disabilities may have service animals or emotional support animals in their housing.

Under the Fair Housing Act, individuals can legally have more than one emotional support animal (ESA) in Pennsylvania. However, the number of animals **must be “reasonable,”** and the individual with a disability **need specific medical documentation for each one.** To legally accommodate multiple ESAs, the individual’s **healthcare provider must justify why each animal is necessary to alleviate the symptoms of the individual’s disability.** The individual must obtain a separate ESA letter from a licensed mental health professional. While there are no federal limits on ESAs, the **landlords are not required to approve an unreasonable number of animals.** Requests shall be evaluated on a case-by-case basis. If the animals cause excessive noise, property damage, or pose health and safety hazard, the landlord can deny the accommodation.

PHAs have the authority to regulate service animals and emotional support animals under applicable federal, state, and local law [24 CFR 5.303(b)(3); 960.705(b)(3)].

PHA Policy

PHA shall approve reasonable accommodations for service animals and emotional support animals in accordance with the criteria federal, state, and local laws and regulations, including the policies contained in Chapter 2.

10-I.C. CARE AND HANDLING OF SERVICE ANIMALS AND ESAs

The PHA may have to regulate service animals and emotional support animals (ESAs), under federal, state, and local law [24 CFR 5.303; 24 CFR 960.705].

PHA Policy

Residents are responsible for feeding, maintaining, providing veterinary care, and controlling their service animals or ESAs. A resident may do this on his or her own or with the assistance of family, friends, volunteers, or service providers.

Residents must care for their service animals or ESAs in a manner that complies with state and local laws, including anti-cruelty laws.

Residents must ensure that their service animals or ESAs do not pose a direct threat to the health or safety of others, or cause substantial physical damage to the dwelling unit, or property of other residents.

When a resident's care or handling of their service animal or ESA violates these policies, the PHA will consider whether the violation could be reduced or eliminated by reasonable accommodation. If the PHA determines that no such accommodation can be made, the PHA shall withdraw the approval of the animal, or terminate tenancy, or both. These cases shall be treated as case-by-case.

10-I.D. CONDITION AND RESTRICTIONS ON SERVICE ANIMALS AND ESAs

Some conditions and restrictions that PHA apply to pets will NOT be applied to service animals and ESAs.

PHA Policy

Because PHA understands that service animals and ESAs are NOT pets, the following conditions and restrictions will NOT be applied:

- 1) Pet policy.
- 2) Breed, size, and weight limitations.
- 3) Pet deposits, pet rent, or surcharges.
- 4) Spayed/Neutered – PHA shall not require female dogs and cats to be spayed or male dogs and cats to be neutered. However, any puppies or kittens from service animals or ESAs will not be considered service animals or ESAs. Tenants must remove these puppies or kittens. If a tenant decides to stay with one of the puppies or kittens as a pet, the tenant must apply for a pet permit and comply with the pet policy.
- 5) Service animals do not have to be trained or certified by a professional. The PHA shall not ask for medical records or force a service animal to demonstrate tasks. Individuals with disabilities have the right to train their service animals. However, if a tenant's disability and animal function are not obvious (e.g., as guide dog for a blind individual, or the individual uses a wheelchair for a mobility impairment, etc.), the PHA shall request reliable written verification from a healthcare or

medical professional simply stating that the individual has a qualifying disability and a disability-related need for the service animal. The PHA will not demand detailed diagnoses, specific medical records, or explanation of how severely the person is disabled.

- 6) Residents or applicants will not be required to obtain liability insurance. Note: Act 118 405.4 (the Assistance and Service Animal Integrity Act protect landlords from liability for injuries or damages caused by permitted service animals or ESAs. Landlords are granted statutory immunity.

The PHA shall waive pet related policies, fees, and standard size or breed limits as “reasonable accommodation” for tenants with a disability-related need. However, this is not a complete blanket protection. The PHA shall deny or evict an animal if it proves to be a direct physical threat, stays out of control, or causes substantial damage to the property.

10-I.E. SERVICE ANIMAL **ADDITIONAL INFORMATION**

PHA Policy

To determine if an animal is a service animal when an individual’s disability and the work or tasks performed by the service animal **are not** readily apparent (e.g., individual with a seizure disability using a seizure alert service animal, individual with a psychiatric disability using psychiatric service animal, individual with an autism-related disability using an autism service animal), PHA **will not** ask about the nature or extent of a person’s disability, but only make the following two inquiries to determine whether an animal qualifies as a service animal:

- 1) Is this a service animal that is required because of a disability?
- 2) What work or tasks has the animal been trained to perform?

If the tenant can answer these two questions and provide reliable written verification from a healthcare or medical professional simply stating that the individual has a qualifying disability and a disability-related need for the service animal. The PHA will not demand detailed diagnoses, specific medical records, or explanation of how severely the person is disabled. The PHA shall accommodate the service animal as a reasonable accommodation.

However, PHA will not make the two permissible inquiries set out above when **it is obvious** that the individual has a disability and that the animal performs tasks for an individual with a disability. The PHA shall accommodate the service animal as reasonable accommodation due to service animal are classified as working animals, not pets, under federal law.

For example:

The dog is observed guiding an individual who is blind or has low vision, pulling a person's wheelchair, or providing assistance with stability or balance to an individual with an observable mobility disability.

The service animal will not be denied access, unless:

- 1) The service animal is out of control, and its handler does not take effective action to control it.
- 2) The service animal is not housebroken (i.e., trained so that, absent illness or accident, the animal controls its waste elimination).
- 3) The animal poses a direct threat to the health or safety of others that cannot be reduced to an acceptable level by a reasonable modification to other policies, practices and procedures.

A determination that a service animal possesses a direct threat shall be based on an individualized assessment of the specific service animal's actual conduct, **NOT** on fear, stereotypes, or generalizations.

The service animal will be permitted to accompany the individual with a disability to all areas of the facility where members of the public are normally allowed to go.

PHA Policy

PHA will ensure compliance with ADA, FHA, Section 504, and PA Law.

PHA understands that an individual with a disability may have the right to have a service animal if the animal qualifies as a 'reasonable accommodation' that is necessary to afford the individual equal opportunity to use and enjoy a dwelling, **if** the use of the animal does not pose a direct threat.

In the case where all statutes apply, to avoid possible ADA violation PHA will apply the ADA service animal test first accordingly. A form named "Service Animal Test for Staff" has been created as a tool to guide the PHA staff and to ensure compliance. PHA will only ask the two inquiries noted on the form whether the animal is a service animal that is required because of a disability and if so, what work or tasks the animal has been trained to perform.

If the animal meets the test for "service animal," the animal will be permitted to accompany the individual with a disability to all areas of the facility as noted above.

Tenants must provide copies of rabies vaccination certificates and current dog license with their request for reasonable accommodation for a service animal. PHA will take a photo of the service animals to be placed in their files.

If the animal does not meet the service animal test, then PHA will evaluate the request as a reasonable accommodation for an emotional support animal. The PHA will keep a dialog with the tenant.

10-I.F. EMOTIONAL SUPPORT ANIMAL INFORMATION

PHA Policy

In order to help guide and educate the PHA's residents, applicants, and staff, in addition to avoid any misunderstanding between staff and tenants/or applicants, or to avoid any disability-related complaints to HUD involving service animals or emotional support animals, the PHA will encourage the use of a written BHA "Request for Reasonable Accommodation for ESAs" to be used as a tool to obtain required resident's information and information on the emotional support animals to comply with applicable FHA, ADA, Section 504, PA Law, including state and local laws, such as current dog licenses and rabies inoculations.

Tenants must provide copies of rabies vaccination certificate and current dog license with their request for reasonable accommodation and keep them updated. PHA will take a photo of the emotional support animal and will evaluate the request for reasonable accommodation to possess an emotional animal using the general principles applicable to all reasonable accommodation requests.

After receiving the request, PHA will consider the following:

1. Does the person requesting to use and live with the animal have a disability – i.e. a physical or mental impairment that substantially limits one or more major life activities?
2. Does the above person needing the request have a disability-related need for an emotional support animal? In other words, does the ESA provide emotional support that alleviates one or more of the identified symptoms or effects of the person's existing disability?

If the answer (1) or (2) is "yes", the PHA will modify or provide an exception to PHA's Pet Policy to permit a tenant with a disability to live with or use an emotional support animal in all areas of the premises where persons are normally allowed to go, unless doing so would impose an undue financial and administrative burden or would fundamentally alter the nature of PHA's services.

If the answer to (1) or (2) is "no," the PHA shall not modify PHA's Pet Policy, and the reasonable accommodation request shall be denied.

This request shall be denied if:

- 1) The specific ESA in question poses a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation.
- 2) The specific ESA in question would cause substantial physical damage to the property that cannot be reduced or eliminated by another reasonable accommodation.

A determination that a service animal or ESA poses a direct threat of harm to others or would cause substantial physical damage to the property of others will only be based on an individualized assessment that relies on objective evidence about the specific animal's actual conduct, **NOT** on mere speculation or fear about the types of harm or damage an animal may cause and **NOT** on evidence about harm or damage that other animals have caused.

PHA **WILL NOT** deny a reasonable accommodation request because it is uncertain whether the person seeking the accommodation request has a disability or a disability-related need for the service animal or ESA. PHA staff will ask the tenant or applicant who have disabilities that **ARE NOT** readily apparent or known, to provide reliable documentation of a disability and their disability-related need for the animal.

ESA Medical Provider Verification:

PHA shall ask the tenant or applicant to provide the medical provider verification of the disability-related need for the emotional support animal.

A valid ESA letter must come from a **licensed healthcare provider** whose documentation is reliable and based on direct knowledge of the tenant's disability.

Qualifying professionals include:

- Licensed Physicians (MD/DO)
- Licensed Psychologists
- Licensed Clinical Social Workers
- Licensed Professional Counselors
- Psychiatrists
- Psychiatric Nurse Practitioners

THE LETTER MUST CONFIRM

1. The documentation is **reliable**
2. The provider has **direct knowledge** of the individual's disability and disability-related need
3. Have a **disability** as defined by the FHA
4. The animal provides **disability-related support**
5. Documentation must be **in writing and reliable, and based on direct knowledge**

Tenants must avoid services where the provider has no familiarity of their condition, services that guarantee instant approval based solely on a brief questionnaire, and any provider who issues a letter without any clinical evaluation of tenant's disability.

ESA Fraud Penalties:

As indicated in this chapter Pennsylvania has some of the most aggressive ESA fraud penalties in the nation under Act 118. The PHA will seek legal action for ESA fraud as follows:

- Misrepresenting disability or need for an ESA
- Misrepresenting an animal as an ESA
- Creating or providing false ESA documentation
- Fitting a non-ESA with harness/vest/sign

For all approved service animals or emotional support animals, the PHA will execute an addendum to the lease agreement for approved service animals or emotional support animals. **Refer to Part V. Exhibits of Lease Addendums for each animal.**

PART II: PET POLICY

[24 CFR 5, Subpart C; 24 CFR 960, Subpart G]

10-II.A. OVERVIEW

The purpose of pet policy is to establish clear guidelines for tenants with pets and to ensure that no applicant or tenant is discriminated against regarding admission or continued occupancy because of ownership of pets. It also establishes reasonable rules governing the keeping of common household pets. This part contains pet policies that apply to all developments and high rises.

Tenants who live in public housing developments are permitted to own common household pets, subject to the requirements specific to public housing designated for the elderly and people with disabilities and all other public housing. Both requirements grant PHAs considerable discretion in establishing reasonable pet rules or policies appropriate for their individual communities.

The pet ownership requirements discussed in this chapter apply only to common household pets (“pets”). In Public Housing HUD does not define common household pets but allows PHAs to develop a reasonable definition or otherwise develop reasonable restrictions on the types of common household pets allowed in their rules and policies. For example, some PHAs have defined common household pets to include domesticated animals such as a dog, cat, bird, fish, or turtle, that are traditionally kept in the home for pleasure rather than for commercial purposes. 24 CFR § 5.318(a); § 960.707(a) 324 CFR § 5.318(a); § 960.707(b)

The PHA permits tenants in its developments and high-rises to own or have one or more pets in their units, subject to the PHA’s reasonable requirements and the tenant meeting specific obligations as outlined in this chapter of the PHA’s ACOP.

Namely, the tenants must maintain each pet responsibly, in accordance with relevant state and local public health, animal control and anti-cruelty laws, and in accordance with the policies established in this chapter.

The pet ownership requirements discussed in this chapter do not apply to service animals or emotional support animals since they are not considered pets.

10-II.B. MANAGEMENT APPROVAL OF PETS

Registration of Pets

PHAs may require registration of the pet with the PHA [24 CFR 960.707(b)(5)].

PHA Policy

Pets must be registered with the PHA before they are brought onto the premises.

Registration includes documentation signed by a licensed veterinarian or state/local authority that the pet has received **rabies** inoculations required by state or local law.

Pets will not be approved to reside in a unit until completion of the registration requirements. **Pet registrations for dogs and cats will be monitored annually according to expiration dates of dogs and cats' inoculations, and according to dog license expiration dates.**

Refusal to Register Pets

PHA Policy

The PHA will refuse to register a pet if:

The pet is not a common household pet as defined in Section 10-II.C. below

Keeping the pet would violate any pet restrictions listed in this policy

The **tenants** fail to provide complete pet registration information.

The applicant has previously been charged with animal cruelty under state or local law; or has been evicted, had to relinquish a pet or been prohibited from future pet ownership due to pet rule violations or a court order

The PHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations.

The pet's temperament and behavior may be considered as a factor in determining the tenant's ability to comply with provisions of the lease.

If the PHA refuses to register a pet, a written notification will be sent to the tenant within 10 days of the PHA's decision. The notice will state the reason for refusing to register the pet and will inform the family of their right to appeal the decision in accordance with the PHA's grievance procedures.

Lease Addendum for Pets' Policy/Agreement

PHA Policy

Residents who have been approved to have a pet must enter **a lease addendum for pets' policy/agreement** with the PHA, or the approval of the pet will be withdrawn.

The lease addendum for pets' policy/agreement is the resident's certification that he or she has received a copy and agrees to comply. The resident further certifies by signing the lease **addendum for pets' policy/agreement**, he or she understands that noncompliance

with the PHA's pet policy and applicable house rules may result in the withdrawal of PHA approval of the pet or termination of tenancy.

This Lease Agreement for Pet Policy/Agreement which will only be executed by residents who have requested to register a pet and has been approved. See Part IV. Exhibit IV-3

PHA'S Refusal to Register Pets

PHA Policy

The PHA will refuse to register a pet if:

- The pet is not a common household pet as defined in Section 10-II.C.
- Keeping the pet would violate any pet restrictions listed in this policy.
- The tenant fails to provide complete pet registration information or fails to provide updated information when requested by PHA. When monitoring expiration dates of dogs and cats' inoculations, and dog license expiration dates.
- The tenant has previously been charged with animal cruelty under state or local law; or has been evicted, had to relinquish a pet or been prohibited from future pet ownership due to pet rule violations or a court order.
- The PHA reasonably determines that the tenant is unable to keep the pet in compliance with the pet rules and other lease obligations.
- The pet's temperament and behavior may be considered as a factor in determining the tenant's ability to comply with provisions of the lease.
- The tenant family is not in good standing with the PHA.
- If the PHA refuses to register a pet, a written notification will be sent to the tenant within 10 calendar days of the PHA's decision. The notice will state the reason for refusing to register the pet and will inform the tenant of their right to appeal the decision in accordance with the PHA's grievance procedures.

10-II.C. STANDARDS FOR PETS [24 CFR 5.318; 960.707(b)]

PHAs may establish reasonable requirements related to pet ownership including, but not limited to:

- Limitations on the number of animals in a unit, based on unit size
- Prohibitions on types of animals that the PHA classifies as dangerous, provided that such classifications are consistent with applicable state and local law

- Prohibitions on individual animals, based on certain factors, including the size and weight of the animal
- Requiring pet owners to have their pets spayed or neutered
- PHAs may not require pet owners to have any pet's vocal cords removed.
- PHAs may not require pet owners to obtain or carry liability insurance.
- PHAs may not require that cats be declawed.

Definition of "Common Household Pet"

There is no regulatory definition of common household pet for public housing programs, although the regulations for pet ownership in both elderly/disabled and general occupancy developments use the term. The regulations for pet ownership in elderly/disabled developments expressly authorize PHAs to define the term [24 CFR 5.306(2)].

PHA Policy

The PHA shall define the terms of pets such as common household pets meaning only domesticated animals, such as a dog, cat, bird, fish, or small turtle that is traditionally recognized as a companion animal and is kept in the home for pleasure rather than commercial purposes.

The following is list of animals that the PHA will not consider common household pets:

- Reptiles, other than a small turtle
- Rodents
- Insects
- Arachnids
- Wild animals or feral animals
- Pot-bellied pigs
- Animals used for commercial breeding

Pet Restrictions

PHA Policy

The following animals are not permitted:

- Any animal whose adult weight will exceed 30 pounds
- Dogs of the pit bull, rottweiler, chow, or boxer breeds, German Shepherd, or large dogs like Dobermann, Siberian husky, labrador retriever, bulldog, Belgian Shepherd, golden retriever, and any large dog breed
- Ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites or lacerations
- Any animal not permitted under state or local law or code

Number of Pets

PHA Policy

Residents may own a maximum of two (2) pets, only one (1) of which may be a dog or a cat.

In the case of fish, residents may keep no more than can be maintained in a safe and healthy manner in a tank holding up to **20 gallons**. Such a tank or aquarium will be counted as one (1) pet; only one aquarium will be permitted.

In the case of a bird, residents may keep no more than two birds in a cage. Two birds will be counted as one (1) pet.

Other Requirements

PHA Policy

Dogs and cats must be spayed or neutered at the time of registration or, in the case of underage animals, within 30 calendar days of the pet reaching six (6) months of age.

Exceptions may be made upon veterinary certification that subjecting this pet to the procedure would be temporarily or permanently medically unsafe or unnecessary.

Pets must be licensed in accordance with state or local law. Residents must provide proof of licensing at the time of registration and annually, in conjunction with the resident's annual reexamination.

Residents will be responsible for any damage attributable to their pets.

10-II.D. PET RULES

Pet owners must maintain pets responsibly, in accordance with PHA policies, and in compliance with applicable state and local public health, animal control and cruelty laws and regulations [24 CFR 5.315; 24 CFR 960.707(a)].

Pet Area Restrictions

PHA Policy

Pets must be maintained within the residents' unit. When outside of the unit (within the building or on the grounds) dogs and cats must be kept on a leash or carried. They must always be under the control of the resident or other responsible individual.

Pets must be kept in a cage or carrier when tenants are outside of the unit.

Pets are not permitted in common areas including lobbies, community rooms and laundry areas except for those common areas which are entrances to and exits from the building.

Pet owners are not permitted to exercise pets or permit pets to deposit waste on development premises outside of the areas designated for such purposes.

Designated Pet/No-Pet Areas [24 CFR 5.318(g), PH Occ GB, p. 182]

PHAs may designate buildings, floors of buildings, or sections of buildings as no-pet areas where pets generally may not be permitted. Pet rules may also designate buildings, floors of buildings, or sections of building for residency by pet-owning tenants. PHAs may direct initial tenant moves as may be necessary to establish pet and no-pet areas. The PHA may not refuse to admit, or delay admission of, an applicant on the grounds that the applicant's admission would violate a pet or no-pet area. The PHA may adjust the pet and no-pet areas or may direct such additional moves as may be necessary to accommodate such applicants for tenancy or to meet the changing needs of the existing tenants. PHAs may not designate an entire development as a no-pet area, since regulations permit residents to own pets.

PHA Policy

Except for common areas as described in the previous policy, the PHA has not designated any buildings, floors of buildings, or sections of buildings as non-pet areas.

In addition, the PHA has not designated any buildings, floors of buildings, or sections of buildings for residency of pet-owning tenants.

Cleanliness

PHA Policy

The tenants shall be responsible for the removal of dog waste by disposing it in a tight bag and throwing it in the regular trash. Animal waste should not be left in the ground.

Tenants shall take adequate precautions to eliminate any pet odors within or around the unit and to always maintain the unit in a clean and sanitary condition.

Litter box requirements:

- Daily, Tenants must promptly dispose of cat waste from litter boxes and must maintain litter boxes in a sanitary manner. Tenants must scoop waste into a biodegradable bag and tie it tightly. Then place bags in the regular household trash. Tenants must NEVER flush litter down the toilet or place it in curbside recycling bins.
- Litter boxes shall be kept inside the resident's dwelling unit.

Alterations to Unit

PHA Policy

Tenants should not alter their unit, patio, premises or common areas to create an enclosure for any animal.

Installation of pet doors is prohibited.

Noise

PHA Policy

Tenants must agree to control the noise of pets so that such noise does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of their housing unit or premises. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

Pet Care

PHA Policy

Tenants shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet.

Tenants shall be responsible for appropriate training and caring for his/her pet to ensure that the pet is not a nuisance or danger to other residents and does not damage PHA property.

No animals may be tethered or chained inside or outside the dwelling unit at any time.

Responsible Parties

PHA Policy

Tenants will be required to designate two responsible parties for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the **tenant**, or by other factors that render the tenant is unable to care for the pet.

A tenant who cares for another tenant's pet must notify the PHA and sign a statement that they agree to abide by all the pet rules.

Pets Temporarily on the Premises

PHA Policy

Pets that are not owned by tenants are not allowed on the premises. Tenants are prohibited from feeding or harboring stray animals.

This rule does not apply to visiting pet programs sponsored by a humane society or other non-profit organizations and approved by the PHA.

Pet Rule Violations

PHA Policy

All complaints of cruelty and all dog bites will be referred to animal control or an applicable agency for investigation and enforcement.

If a determination is made on objective facts supported by written statements, that a resident/pet owner has violated the pet rules, written notice will be served.

The notice will contain a brief statement of the factual basis for the determination and the pet rule(s) that were violated. The notice will also state:

- That the **tenant** has 10 business days from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation
- That the **tenant** is entitled to be accompanied by another person of his or her choice at the meeting
- That the **tenant's** failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to remove the pet, or to terminate the pet owner's tenancy.

Notice for Pet Removal

PHA Policy

If the **tenant** and the PHA are unable to resolve the violation at the meeting or the **tenant** fails to correct the violation in the time allotted by the PHA, the PHA may serve notice to remove the pet.

The notice will contain:

- A brief statement of the factual basis for the PHA's determination of the pet rule that has been violated
- The requirement is that the tenant must remove the pet within 30 calendar days of the notice.
- A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures

Pet Removal

PHA Policy

If the death or incapacity of the **tenant** threatens the health or safety of the pet, or other factors occur that render the **tenant** unable to care for the pet, the situation will be reported to the responsible party designated by the tenant.

If the party responsible is unwilling or unable to care for the pet, or if the PHA after reasonable efforts cannot contact the responsible party, the PHA may contact the appropriate state or local agency and request the removal of the pet.

Termination of Tenancy

PHA Policy

The PHA may initiate procedures for termination of tenancy based on a pet rule violation if:

- The **tenant** has failed to remove the pet or correct a pet rule violation within the period specified
- The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease.

Emergencies

PHA Policy

The PHA will take all necessary steps to ensure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are immediately removed from the premises by referring the situation to the appropriate state or local entity authorized to remove such animals.

If it is necessary for the PHA to place the pet in a shelter facility, the cost will be the responsibility of the pet tenant.

If the pet is removed because of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

Inspections

PHA Policy

The PHA may, after reasonable notice of 48 hours to the tenant, enter and inspect the premises during reasonable hours, in addition to other inspections allowed, unless there is an emergency. In case of an emergency, the police will be contacted.

PART III: PET DEPOSITS AND FEES

OVERVIEW

This part describes the PHA's policies for pet deposits and fees.

10-III.A. PET DEPOSITS

Payment of Deposit

A PHA may require a refundable pet deposit to cover additional costs attributable to the pet and not otherwise covered [24 CFR 960.707(b)(1)].

A PHA that requires a resident to pay a pet deposit must place the deposit in an account of the type required under applicable State or local law for pet deposits, or if there are no such requirements, for rental security deposits, if applicable. The PHA must comply with such laws as retention of the deposit, interest, and return of the deposit to the resident, and any other applicable requirements [24 CFR 960.707(d)].

The PHA may require tenants who own or keep pets in their units to pay a refundable pet deposit. This deposit is in addition to any other financial obligation generally imposed on tenants of the project [24 CFR 5.318(d)(1)].

The maximum amount of pet deposit that may be charged by a PHA on a per dwelling unit basis, is the higher of the total tenant payment (TTP) or such reasonable fixed amount as the PHA may require. The PHA may permit gradual accumulation of the pet deposit by the pet owner [24 CFR 5.318(d)(3)].

The pet deposit is not part of the rent payable by the resident [24 CFR 5.318(d)(5)].

PHA Policy

Tenants are required to pay a pet deposit in addition to any other required deposits. The amount of the deposit is \$300.00. A minimum payment of \$50 is due **on or prior** to the date the PHA and residents enter into **an Addendum to the lease for Pet Policy/Agreement**. Additional **monthly payment plan** amounts must be no less than \$50. Failure to pay the entire pet deposit within 6 months of signing the **Addendum to the Lease for Pet Policy/Agreement** will result in requiring the pet to be removed from the unit.

Refund of Deposit [24 CFR 5.318(d)(1)]

The PHA may use the pet deposit only to pay reasonable expenses directly attributable to the presence of the pet, including (but not limited to) the costs of repairs and replacements to, and fumigation of, the tenant's dwelling unit. The PHA must refund the unused portion of the pet deposit to the tenant within a reasonable time after the tenant moves from the project or no longer owns or keeps a pet in the unit.

The PHA will refund the pet deposit to the residents, less the costs of any damage caused by the pet to the dwelling unit, within 30 days of move-out or removing the pet from the unit.

The resident will be billed for any amount that exceeds the pet deposit.

The PHA will provide the residents with a written list of any charges against the pet deposit within 30 business days of the move-out inspection. If the resident disagrees with the amount charged to the pet deposit, the PHA will provide a meeting to discuss the charge.

PHA Policy

The PHA will refund pet deposits to the tenants, less the costs of any damage caused by the pet to the dwelling unit, within 30 days of move-out or removing the pet from the unit.

Tenants will be billed for any amount that exceeds the pet deposit and will have the right to contest the charges within 10 days of the notice date.

The PHA will provide vacated tenants with a written list of any charges against the pet deposit within 30 business days of the move-out. If the vacated tenants disagrees with the amount charged to the pet deposit, the PHA will provide a meeting to discuss the charges.

10-III.B. OTHER CHARGES

Pet-Related Damages During Occupancy

PHA Policy

All reasonable expenses incurred by the PHA because of damage directly attributable to the presence of the pet in the project will be the responsibility of the resident, including:

- The cost of repairs and replacements to the resident's dwelling unit
- Fumigation of the dwelling unit.
- Repairs to common areas of the development/High-Rise

The expense of flea elimination shall also be the responsibility of the resident.

If the resident is in occupancy when such costs occur, the resident shall be billed for such costs in accordance with the ACOP - Maintenance and Damage Charges. Pet deposits will not be applied to the costs of pet-related damage during occupancy.

Charges for pet-related damage are not part of the rent payable by the residents.

Pet deposits will not be applied to the costs of pet-related damage during occupancy, unless the resident is unable to care for the pet in an emergency. The Authority may use the pet deposit to pay for the cost of kenneling a pet in any emergency when the designated pet emergency care plan responsible contact parties listed cannot or will not accept the resident's pet or cannot be reached.

If the pet deposit funds are depleted because of the emergency cost incurred, the Authority will notify the resident and the resident must replenish the pet deposit amount,

including paying any cost incurred beyond the security deposit. Failure to replenish the pet deposit and pay any extra cost incurred will lead to termination of the pet policy, including the tenancy of the resident. Charges for pet-related damage are not part of the rent payable by the residents.

Pet Waste Removal Charge

The regulations do not address the PHA's ability to impose charges for house pet rule violations. However, charges for violation of PHA pet rules may be treated like charges for other violations of the lease and PHA tenancy rules.

PHA Policy

A separate pet waste removal charge of \$25.00 per occurrence will be assessed against **tenants** who fail to remove pet waste in accordance with this policy. After **two** occurrences, the PHA may request that the pet be removed from the unit.

Charges for pet waste removal **are not** part of the rent payable by the residents.

Notices of pet waste removal charges will be in accordance with requirements regarding notices of adverse action. Charges are due and payable 14 calendar days after billing. If the family requests a grievance hearing within the required timeframe, the PHA may not act for nonpayment of the charge until the conclusion of the grievance process.

Pet deposits will not be applied to the costs of pet-related damage during occupancy, unless the resident is unable to care for the pet in an emergency.

The Authority may use the pet deposit to pay for the cost of kenneling a pet in any emergency when the designated pet emergency care plan responsible contact parties listed cannot or will not accept the resident's pet or cannot be reached.

If the pet deposit funds are depleted because of the emergency cost incurred, the Authority will notify the resident and the resident must replenish the pet deposit amount, including paying any cost incurred beyond the security deposit.

Failure to replenish the pet deposit and pay any extra cost incurred will lead to termination of the pet policy, including the tenancy of the resident.

Charges for pet-related damage are not part of the rent payable by the residents.

10-IV.C. NON-REFUNDABLE NOMINAL PET FEE

PHAs may require payment of a non-refundable nominal pet fee to cover the reasonable operating costs to the development relating to the presence of pets [24 CFR 960.707(b)(1)].

PHA Policy

The PHA will not require a non-refundable pet fee for pet application.

**PART IV:
EXHIBITS**

EXHIBIT 10-1: LEASE ADDENDUM FOR SERVICE ANIMAL POLICY/AGREEMENT

Bethlehem Housing Authority

Lease Addendum for Service Animal Policy/Agreement

The Bethlehem Housing Authority (BHA) has established the following Lease Addendum for Service Animal Policy/Agreement. In addition, BHA has established requirements to maintain a safe, decent, and sanitary living environment for existing and prospective residents and to protect and preserve the physical condition of the properties owned and operated by BHA and the financial interest of BHA.

BHA understands that service animals are not considered pets. Therefore, the conditions and restrictions that BHA apply to pets are not applied to service animals.

This lease addendum becomes effective upon the date of execution of both parties, BHA and the tenant(s).

I. Preamble

Resident may own and keep a service animal if they live in any of the Bethlehem Housing Authority developments and high rises:

- Pfeifle
- Bayard
- Pembroke
- Marvine
- Fairmount
- Lynfield
- Parkridge
- Monocacy Tower (High Rise)
- Litzenberger House (High Rise)
- Bodder House (High Rise)
- Bartholomew House (High Rise)

The policy is established without imposing unnecessary burdens and restrictions on tenants with service animal. However, BHA restricts non-tenants from bringing emotional support animals (ESAs) into their properties. Unlike service animals, ESAs are not granted public access rights under the American with Disabilities Act or Pennsylvania Law.

Additional information on pets, service animals and ESAs is contained in the BHA's Admissions and Continued Occupancy Policy (ACOP), Chapter 10.

II. The ADA Definition of Service Animal

A service animal is not a pet. DOJ's revised ADA regulations define "service animal" narrowly 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 task for the purposes of this definition. Thus, TRAIN DOGS ARE THE ONLY ANIMAL THAT MAY QUALIFY AS SERVICE ANIMAL UNDER ADA (there is a separate provision regarding trained miniature horses), and emotional support animals are expressly precluded from qualifying as service animals under the ADA. **Note:** Under ADA, service animals can be any breed dog and do not have to be professionally trained by a professional service dog training program, nor have to wear a vest or patch or special harness identifying them as service animals. Individuals with disabilities have the right to train the dog themselves. The dog must already be trained before it is considered a service animal.

III. Request for Service Animal Reasonable Accommodation

Because the ADA requirements relating to service animals are different from the requirements relating to assistance animals under the FHA and Section 504, an individual's use of a service animal in an ADA covered facility **MUST NOT** be handled as a request for reasonable accommodation under the FHA or Section 504. Rather, in ADA-covered facilities, an animal need only to meet the definition of "service animal" to be allowed into a covered facility.

IV. Service Animal Permit

To determine if an animal is a service animal, the PHA will not ask about the nature or extent of a person's disability, but may make the following two inquiries to determine whether an animal qualifies as a service animal and **ONLY** when an individual's disability and the work or tasks performed by the service animal are **NOT** readily apparent (e.g., individual with a seizure disability using a seizure alert service animal, individual with a psychiatric disability using a psychiatric service animal, an individual with an autism-related disability using an autism service animal):

- 1) Is this a service animal that is required because of a disability?
- 2) What work or tasks has the animal been trained to perform?

If the disability is not readily apparent, the PHA has the right to request reliable, written documentation from a licensed healthcare provider with whom tenant has a therapeutic relationship. The documentation should confirm:

- The tenant has a disability that substantially limits a major life activity.

- The animal provides tasks connected to that disability.

If both disability and need are obvious, no verification is required. The two inquiries above **WILL NOT** be made when it is readily apparent that the individual is disabled and the service animal is trained to do work or perform tasks for an individual with a disability (e.g., the DOG IS OBSERVED guiding an individual who is blind or has low vision, pulling a person's wheelchair, or providing assistance with stability or balance to an individual with an observable mobility disability).

If a tenant's disability is visibly apparent, but the specific tasks the animal performs are not clear, the PHA may **ONLY** ask for information that evaluates the disability-related need.

PHA will not require documentation, such as proof that the service animal has been certified, trained, or licensed as a service animal. However, PHA will require current proof for required dog license and rabies inoculations.

Removal of service animal

- The service animal is out of control, and the tenant does not take effective action to control it. ADA requires that service animals always be under control of the handler. In most instances, the handler will be the tenant with a disability or a third party who accompanies the tenant with a disability. If a service animal is out of control and the tenant does not take effective action, the PHA may request that the animal be removed from the premises.
- The service animal is not housebroken (i.e. the animal controls its waste elimination).
- The service animal poses a direct threat to the health or safety of others that cannot be eliminated or reduced to an acceptable level by a reasonable accommodation.
- Causes server damage to the property.

Note: A determination that a service animal poses a direct threat will be based on an individualized assessment of the specific service animal's actual conduct, **not** on fears, stereotypes, or generalizations.

The service animal will be permitted to accompany the individual with a disability to all areas of the developments/high rises where members of the public are normally allowed to go.

Upon determination of a service animal, a Service Animal Permit will be issued, along with a "wallet size" permit card. In addition, this Lease Addendum for Service Animal Policy/Agreement will be executed.

The PHA may revoke the service animal permit, at any time, if the animal is a nuisance or a threat to the health or safety of other people, or if the resident fails to comply with any provisions of this Lease Addendum for Service Animal Policy/Agreement.

V. Conditions for Issuance of Service Animal Permit

- 1) The resident is responsible for complying with all local, state and federal laws and regulations governing the possession of their animals.
- 2) **Dog License:** Service animals are subject to local dog licensing. Residents who have a dog must provide current and updated dog licenses from the proper authorities. Dogs must always wear their licenses.

Inoculation: The resident must have its service animal inoculated and provide Bethlehem Housing Authority with updated proof of inoculations. Residents must comply with Pennsylvania law. Pennsylvania Law requires all **dogs** older than 12 weeks of age be rabies vaccinated by a licensed veterinarian. A follow-up rabies vaccination at 1 year is required and then every 3 years after that. **The PHA only required proof of rabies inoculations.**

- 3) **Spayed/Neutered:** For service dogs, PHA does not require female dogs to be spayed or male dogs to be neutered. However, any puppies from the service dog will not be considered service dogs. Residents must remove these puppies from the housing developments/high rises. If the resident decided to stay with one puppy as a pet, the resident must apply for a pet permit and comply with the BHA Pet policy.
- 4) **Service Animal Vocal Cords:** BHA does not require any animal's vocal cords to be removed.
- 5) **Service Animal Security Deposit:** BHA does not require security deposit for service animals.
- 6) **Charges to Resident:** The resident will be billed for any damage caused by the service animal. BHA will provide the resident with a written notice of any charges within 30 days of resident move out inspection, or the removal of the service animal inspection to give the resident the right to dispute the charges and request a hearing within 10 calendar days from receipt of the notice. If the resident does not request a hearing within the required period, charges will stand. Inspections will be conducted by the BHA Maintenance Department.
- 7) **Service Animal-Related Damages During Occupancy:** All reasonable expenses incurred by the BHA because of damage directly attributable to the presence of the service animal in the development/high rise will be the responsibility of the residents, including, but not limited to the cost of:

- Repairs and replacements to the resident's unit.
- Fumigation of the dwelling unit. Note: The expense of flea elimination shall also be the responsibility of the residents.
- Repairs to common areas of the development/high rise.

The residents shall be billed for such costs in accordance with the policies in BHAs' ACOP - Maintenance and Damage Charges.

If the resident is unable to care for the service animal in an emergency, the Authority will charge the resident's account for the cost of kenneling a service animal when the designated service animal emergency care plan responsible parties listed cannot or will not accept the resident's service animal or cannot be reached.

Resident's failure to pay any expenses incurred by the Authority will lead to termination of resident's tenancy.

- 8) Nuisance Charge: A \$25.00 nuisance charge** will be imposed when a maintenance worker, contractor, or inspector cannot gain entry for his scheduled call and must return at another time/date due to an unrestrained service animal. This charge will be posted to the resident's account for payment to give the resident the right to dispute the charge and request a hearing within 10 calendar days from receipt of the notice. If the resident does not request a hearing within the required period, charges will stand.

- 9) Emergency Care Plan for Service Animals:** The resident is encouraged to file a "Emergency Care Plan." The plan is necessary in the event of the resident's death or is unable to care for the service animal in an emergency, which empowers the PHA to transfer the responsibility of service animal care to the responsible contact parties listed. The PHA will charge the resident for the cost of kenneling a service animal in any emergency when the designated emergency care plan responsible parties listed cannot or will not accept the resident's service animal, or cannot be reached, or the tenant failed to update their Emergency Plan for Service Animal or failed to file one.

- 10) Service Animal Photo:** BHA will take a color photo of the service animal which will be kept in the resident's file.

- 11) Service Animal Permit Card/Door Label:** The residents must display an approved service animal label, which the Authority will provide, on the entry door of their unit, plus maintain their approved wallet permit card.

- 12) Alteration for Service Animal:** The residents must not alter their dwelling unit to create an enclosure for the service animal.

VI. Service Animal Management Plan

- A) **Service** animals must remain inside a tenant's dwelling unit unless they are under the control of a responsible individual.
- B) Service animals must be caged when tenants are not home, in case of emergency or PHA personnel need to enter the dwelling unit. Service animals cannot be attached to handrails, doorknobs, molding or any BHA owned appliance at any time.
- C) The service animal **must** be harnessed, leashed, or tethered while in public places **unless** these devices interfere with the service animal's work or the person's disability prevents use of these devices. In that case, the person must use voice, signal, or other effective means to maintain control of the animal. The dog must be off leash to do its job but may be leashed at other times. **Tenants** must not allow their service animals to wander away from **them** and must maintain control of their service animals, even if **they are** retrieving an item at a distance from **them**.
- D) Residents are responsible for the care and supervision of their service animals, which includes toileting, feeding, grooming, and veterinary care. The residents acknowledge responsibility for the cleanliness of their service animals and the daily removal of service animal waste in the following manner:
 - 1) It is the resident's responsibility to have their service animal housebroken and clean up after their service animal. For example: A "housebroken" dog is a dog that has been trained to eliminate outside. This is best achieved through regular trips outside. Proper housebreaking involves reinforcing elimination outside and careful observation of the dog's behavior to watch for signs of the dog's need to urinate or defecate. Residents may not store service animal's waste in their dwelling unit. Resident shall not flush service animal waste. **Service animal owners are required by law to pick up after their animal. In PA, service dog or regular dog waste laws require immediate removal of feces from public spaces, sidewalks, and private property.**
 - 2) Residents must clean up their service animals' residue daily. The residents' dwelling unit must be always kept clean and free of animal odors.
 - 3) The cost of extermination for fleas, ticks and any other animal-related pests, caused by the presence of the resident's service animal, will be charged to the resident. The extermination will be arranged by the BHA to ensure prompt and proper rendering of the extermination service.

- E) The residents must not allow their service animal to disturb or interfere with the peaceful enjoyment of the living conditions of other residents who live in the housing development/high rise. This includes but is not limited to disturbances such as consistent or excessive barking, howling, biting, scratching, chirping, or any other similar activity.

VII. Inspection of Dwelling Unit

Residents agree that the resident's dwelling unit is available for a service animal-related inspection at any time when given a thirty (30) minute verbal notice, **if** an emergency exists or after two (2) infractions of the policy.

VIII. Damages

Residents agree to be strictly liable for all damages caused by the service animal where liability is imposed by state or local law.

IX. Revocation of Service Animal Permit

- A) The Authority may revoke a resident's service animal permit if the following conditions occur:
 - 1. The service animal dies
 - 2. The service animal is permanently removed from the housing development/high rise.
 - 3. The Authority may revoke a resident's service animal permit after determining that at least one of the following conditions is a reasonable cause for revocation:
 - a) The specific service animal in question poses a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation.
 - b) The specific service animal in question causes substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation.

- c) Resident has violated any part of the Lease Addendum for Service Animal Policy /Agreement.
- d) The service animal is a danger or hazard to the health and safety of the residents, management or visitors of the housing development/high rise.
- e) The service animal has caused repeated damage to the dwelling unit, common areas, or other residents' personal property.
- f) The service animal has bitten, scratched or caused an injury to another person.
- g) The service animal has defecated or urinated in the dwelling unit, common areas or outside and the resident failed to clean up after their service animal.
- h) The service animal has disturbed or interfered with the peaceful enjoyment of the living conditions of the other residents who reside in the housing development/high rise. Such examples include, but are not limited to, consistent or excessive barking, howling, chirping, scratching or any other disturbing activity.
- i) The required dog license has expired and has not been reissued, and residents failed to renew the license and provide proof to BHA.
- j) The service animal inoculation certification has expired, and residents have failed to provide current proof of updated inoculation for rabies.
- k) If by report or inspection, it is found resident is neglecting the service animal.
- l) Violations of any applicable State and local public health, animal control and animal anti-cruelty laws and regulations, and in accordance with the policies established in BHA Plan.

Note: Resident must return the service animal card to the management office, if service animal permit is revoked.

X. Death of Service Animal

In the event of the death of the resident's service animal, the resident is responsible for arranging the burial or other means of disposal of the dead animal off the premises of the housing development/high rise.

- A)** Proof of animal disposal, according to public health regulations, must be provided.
- B)** The unit will also be inspected for signs of service animal damage or vermin.

XI. Service Animal Rule Violation Procedure

Residents shall comply with the following Service Animal Rule Violation Summary:

A. Notice of Service Animal Rule Violation

1. Contain a brief statement of the factual basis for determination and the service animal rule or rules alleged to be violated.
2. State that the **tenant** has ten (10) days from the effective date of service of the notice to correct the violation (including, in appropriate circumstances, removal of the service animal) or to make a written request for a meeting to discuss the violation; and
3. State that the tenant's failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in initiation of procedures to have the service animal removed, or to terminate the **tenant's** tenancy, or both.

B. Service Animal Rule Violation Meeting

If the **tenant** makes a timely request for a meeting to discuss a service animal rule violation, the PHA will establish a mutually agreeable time and place for the meeting no later than fifteen (15) days from the effective date of service of the notice of service animal rule violation. At the service animal rule violation meeting, the **tenant** and BHA shall discuss any alleged service animal rule violation. If the parties are unable to resolve the problem; the BHA may inform the **tenant** in writing that the service animal must be removed from the premises within ten (10) days of the service animal rule violation meeting.

C. Service Animal Notice of Removal

If the BHA determines that the **tenant** has failed to correct the service animal rule violation within the time provided under paragraph B of this section (including any additional time permitted by the BHA), the BHA may serve a notice to the **tenant** requiring **tenant** to remove the service animal.

The notice will be in writing and will:

1. Contain a brief statement of the factual basis for determination and the service animal rule that has been violated.
2. State that the **tenant** must remove the service animal within ten (10) days of the effective date of the notice; and
3. **State that failure to remove the service animal will result in termination of the tenant's tenancy.**

Bethlehem Housing Authority

Lease Addendum for Service Animal Policy/Agreement

I have read and understand the Bethlehem Housing Authority's Lease Addendum for Service Animal Policy/Agreement.

I agree to abide by the terms and conditions read and explained knowing that my violation of a service animal rule shall result in the removal of my service animal from the premises of the BHA, or the termination of my tenancy with the BHA, or both.

IN WITNESS THEREOF, the parties have executed this Lease Addendum for Service Animal Policy/Agreement this

_____ day of _____, 20 _____.

Head of Household Signature

Co-Head Signature

Unit Address

BHA Management Signature

I/we acknowledge that I/we have received a copy of the Lease Addendum for Service Animal Policy/Agreement.

Signature of Head of Household

Co-Head of Household

Tenant's File

EXHIBIT 10-2: LEASE ADDENDUM FOR ESAs POLICY/AGREEMENT

Bethlehem Housing Authority

Lease Addendum for Emotional Support Animals (ESAs) Policy/Agreement

The Bethlehem Housing Authority (BHA) has established the following Lease Addendum for Emotional Support Animal (ESA) Policy/Agreement. In addition, BHA has established requirements to maintain a safe, decent, and sanitary living environment for existing and prospective residents and to protect and preserve the physical condition of the properties owned and operated by BHA and the financial interest of BHA.

BHA understands that emotional support animals are not considered pets. Therefore, the conditions and restrictions that BHA apply to pets are not applied to ESAs.

This lease addendum becomes effective upon the date of execution of both parties, BHA and the tenant(s).

I. Preamble

Residents may own and keep an ESA if they live in any of the Bethlehem Housing Authority developments and high rises:

- 1) Pfeifle
- 2) Bayard
- 3) Pembroke
- 4) Marvine
- 5) Fairmount
- 6) Lynfield
- 7) Parkridge
- 8) Monocacy Tower (High Rise)
- 9) Litzenberger House (High Rise)
- 10) Bodder House (High Rise)
- 11) Bartholomew House (High Rise)

The policy is established without imposing unnecessary burdens and restrictions on tenants with ESAs, except other ESA owners who are not BHA tenants. BHA restricts non-tenants from bringing ESAs onto their properties. Unlike service animals, ESAs are not granted public access rights under the American with Disabilities Act or Pennsylvania Law.

The BHA's Pet Policy and the Service Animal Policy do not apply to ESAs. Additional information on pets, service animals and ESAs is contained in the BHA's Admissions and Continued Occupancy Policy (ACOP), Chapter 10.

II. Definition of Emotional Support Animals

An ESA provides emotional, cognitive, or other support through **companionship and presence** — they don't need specialized training. A **psychiatric service dog**, by contrast, is trained to perform specific tasks related to a psychiatric disability and has full public access rights.

ESAs are not pets. It is an animal that provides emotional support that alleviates one or more identified symptoms or effects of a person with a disability. For reasonable accommodation requests, neither FHA nor Section 504 requires ESAs to be individually trained or certified.

ESA Fraud Penalties

Pennsylvania has some of the most aggressive ESA fraud penalties in the nation under Act 118:

Offense	Classification	Penalty
Misrepresenting a disability or need for an ESA	Misdemeanor of the 3 rd degree	Up to 1 year imprisonment / \$2,500 fine
Misrepresenting an animal as an ESA	Summary Offense	Up to \$1,000 fine
Creating or providing false ESA documentation	Summary Offense	Up to \$1,000 fine
Fitting a non-ESA with harness/vest/sign	Summary Offense	Up to \$1,000 fine

Both offenses result in a criminal record. The misdemeanor charge for misrepresenting a disability is notable severe, reflecting Pennsylvania's strong stance against disability fraud.

III. Request for Reasonable Accommodation for ESAs

Residents who wish to apply for reasonable accommodation for an ESA must file a request with their management office prior to bringing their ESA in the unit.

I. ESA Permit

An **ESA** Permit will be issued after all initial conditions have been satisfied.

The BHA may revoke the privilege of an **ESA** permit, at any time, if the **ESA** is a nuisance or a threat to the health or safety of other people, or if the resident fails to comply with any provisions of this Addendum to the Lease Agreement for **ESAs** policy/agreement.

II. Conditions for Issuance of ESAs

- 1) The resident is responsible for complying with all local, state and federal laws and regulations governing the possession of their **ESA**.
- 2) **Dog License:** A resident who has a dog must get a dog license from the proper authorities annually. The dog must always wear the license. Note: The law does not require a cat license.
- 3) **Inoculation:** The resident must have its assistance animal inoculated and provide **BHA** with proof of the **ESA rabies** inoculation(s) prior to bringing the **ESA** into the resident's housing development/high rises. The proof of inoculation must be provided according to the expiration date. The resident has the responsibility to check with the assistance animal's veterinarian to determine what vaccinations the assistance animal requires, such as rabies.

Residents must comply with Pennsylvania law. Pennsylvania Law requires all **dogs** older than 12 weeks of age be rabies vaccinated by a licensed veterinarian. A follow-up rabies vaccination at 1 year is required and then every 3 years after that. All **cats** must be vaccinated for Rabies by 3 months of age, and the **vaccination** must be kept up to date. **BHA only requires proof of rabies inoculations.**

- 4) **Spayed/Neutered:** Concerning ESAs, the PHA do not require female dogs or cats to be spayed or male dogs or cats to be neutered. However, any puppies or kittens from ESAs will not be considered ESAs. Residents must remove these puppies or kittens from the housing developments/high rises. If the resident decided to stay with one puppy or kitten as a pet, the resident must apply for a pet permit and comply with the BHA Pet policy.

- 5) **ESA Vocal Cords:** BHA does not require any animal's vocal cords to be removed.

- 6) **Security Deposit:** BHA does not require security deposits for **ESAs**.

- 7) **Charges to Tenant:** The residents will be billed for any damage caused by the ESA. BHA will provide the residents with a written notice of any charges within 30 days of resident move out inspection, or the removal of the **ESA** inspection to give the resident the right to dispute the charges and request a hearing within 10 calendar days from receipt of the notice. If the resident does not request a hearing within the required period, charges will stand. Inspection will be conducted by the BHA Maintenance Department.

- 8) **ESA-Related Damages During Occupancy:** All reasonable expenses incurred by the Authority because of damage directly attributable to the presence of the **ESA** in the development/high rise will be the responsibility of the resident, including
- The cost of repairs and replacements to the resident's unit
 - Fumigation of the dwelling unit. Note: The expense of flea elimination shall also be the responsibility of the residents.
 - Repairs to common areas of the development/high rise.

The residents shall be billed for such costs in accordance with the policies in Section 8-1. G, Maintenance and Damage Charges.

If the resident is unable to care for the ESA in an emergency, the Authority will charge the resident's account for the cost of kenneling **an ESA** when the designated ESA emergency care plan responsible contact parties listed cannot or will not accept the resident's **ESA** or cannot be reached.

Resident's failure to pay any expenses incurred by the Authority will lead to termination of tenancy.

- 9) **Nuisance Charge: A \$25.00 nuisance charge** will be imposed when a maintenance worker, contractor, or inspector cannot gain entry for his scheduled call and must return at another time/date due to an unrestrained assistance animal. This charge will be posted to the resident's account for payment to give the resident the right to dispute the charge and request a hearing within 10 calendar days from receipt of the notice. If the resident does not request a hearing within the required period, charges will stand.
- 10) **Emergency Care Plan for ESAs:** The resident is **encouraged to file** an Emergency Care Plan" as part of the reasonable accommodation process. The plan is necessary in the event of the resident's death or inability to care for the **ESA** in an emergency, which empowers the **PHA** to transfer the responsibility of **ESA** care to the responsible contact parties listed. The **PHA** will charge the resident for the cost of kenneling an **ESA** in any emergency when the designated emergency care plan responsible **parties listed** cannot or will not accept the residents' **ESA** or cannot be reached. **or tenant failed to update their Emergency Plan for ESA or failed to file one.**
- 11) **ESA Photo:** The resident must allow BHA to take a color photo of the **ESA** animal which will be kept in the resident's file.
- 12) **ESA Permit Card/Door Label:** The residents must display an approved animal label, which the Authority will provide, on the entry door of their unit, plus maintain their approved wallet permit card.

- 13) **Alteration for Assistance Animal:** The residents must not alter their dwelling unit to create an enclosure for the ESA without resident's request for reasonable accommodation to alter the unit.

III. **ESA Management Plan**

- A) Dogs and cats must remain inside a resident's dwelling unit unless they are on a leash and under the control of a responsible individual. **ESA** must be caged when residents are not home, in case of an emergency or BHA personnel needing to enter the dwelling unit. **ESA** cannot be attached to handrails, doorknobs, molding or any BHA owned appliance at any time.
- B) The residents acknowledge responsibility for the cleanliness of their **ESA** and the daily removal of ESA waste in the following manner:
- 1) Cats must use a litter box, which is kept within the resident's dwelling unit. **ESA** waste must be placed in a plastic bag, which is tightly closed and disposed of in the trash container. **ESA** waste must be disposed of daily.
 - 2) It is the resident's responsibility to have their **ESA** (such as a dog) housebroken and clean up after their **ESA**. For example: A "housebroken" dog is a dog that has been trained to eliminate their waste outside. This is best achieved through regular trips outside. Proper housebreaking involves reinforcing elimination outside and careful observation of the puppy's behavior to watch for signs the puppy needs to urinate or defecate. Residents **shall not** store animal waste in their dwelling unit, nor flush animal waste, especially any waste mixed with kitty litter, down the toilet, sink, bathtub or any type of drain.
 - 3) Residents must clean up animal residue daily. The residents' dwelling unit must be always kept clean and free of animal odors.
 - 4) The cost of extermination for fleas, ticks and any other animal-related pests, caused by the presence of the resident's **ESA**, will be charged to the resident. The extermination will be arranged by the BHA to ensure prompt and proper rendering of the extermination service.
- C) The residents must not allow their ESA to disturb or interfere with the peaceful enjoyment of the living conditions of other residents who live in the housing development/high rise. This includes but is not limited to disturbances such as consistent or excessive barking, howling, biting, scratching, chirping, or any other similar activity.

IV. Inspection of Dwelling Unit

As a condition of accepting the ESA Permit, the resident agrees that the resident's dwelling unit is available for an ESA-related inspection at any time when given 48 hours' notice, unless there is an emergency. In case of an emergency, the police will be called.

V. Damages

Residents agree to be strictly liable for all damage caused by the ESA where liability is imposed by state or local law.

VI. Revocation of Assistance Animal Permit

A) The Authority may revoke a resident's ESA permit if the following conditions occur:

- 1) The death of the ESA.
- 2) The ESA is permanently removed from the housing development/high rise.

B) The Authority may revoke a resident's ESA permit after determining that at least one of the following conditions is a reasonable cause for revocation:

- 1) The specific ESA in question poses a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation.
- 2) The specific ESA in question has caused substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation.
- 3) Resident has violated any part of the Lease Addendum for ESA Policy/Agreement.
- 4) The ESA is a danger or hazard to the health and safety of the residents, management or visitors of the housing development/high rise.
- 5) The ESA has caused repeated damage to the dwelling unit, common areas, or other residents' personal property.
- 6) The ESA has bitten, scratched or caused injury to another person.

- 7) The assistance animal has defecated or urinated in the dwelling unit, common areas or outside and the resident failed to clean up after their ESA.
- 8) ESA has disturbed or interfered with the peaceful enjoyment of the living conditions of the other residents who reside in the housing development/high rise. Such examples include, but are not limited to, consistent or excessive barking, howling, meowing, chirping, scratching or any other disturbing activity.
- 9) The required dog license has expired, and the resident failed to renew and provide proof to the PHA.
- 10) The ESA rabies inoculation certification has expired, and residents have failed to provide current proof of updated certification.
- 11) If by report or inspection, it is found that the residents are neglecting their ESA.
- 12) Violations of any applicable federal, state, and local public health law, including animal control and animal anti-cruelty laws and regulations, or the terms of the Lease Addendum for ESA Policy/Agreement.

Note: Resident must return the ESA permit card to the management office, if ESA permit is revoked.

VII. Death of Assistance Animal

In the event of the death of the resident's ESA, the resident is responsible for arranging the burial or other means of disposal of the dead animal off the premises of the housing development/high rise.

- A) Proof of animal disposal, according to public health regulations, must be provided.
- B) The unit will also be inspected for signs of animal damage or vermin.

VIII. ESA Rule Violation Procedure

Residents shall comply with the following ESA Rule Violation Summary:

A. Notice of ESA Rule Violation

1. Contain a brief statement of the factual basis for determination and ESA rules alleged to be violated.

2. State that the **tenant** has ten (10) days from the effective date of service of the notice to correct the violation (including, in appropriate circumstances, removal of the ESA) or to make a written request for a meeting to discuss the violation; and
3. State that the **tenant's** failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in initiation of procedures to have the **ESA** removed, or to terminate the **tenant's** tenancy, or both.

B. ESA Rule Violation Meeting

If the **tenant** makes a timely request for a meeting to discuss an ESA rule violation, the PHA will establish a mutually agreeable time and place for the meeting no later than fifteen (15) days from the effective date of service of the notice of **ESA** rule violation. At the **ESA** rule violation meeting, the **tenant** and BHA shall discuss any alleged **ESA** rule violation. If the parties are unable to resolve the problem, the BHA may inform the tenant in writing that the **ESA** must be removed from the premises within ten (10) days of the ESA rule violation meeting.

C. ESA Removal Notice

If the BHA determines that the **tenant** has failed to correct the **ESA** rule violation within the time provided under paragraph **B** of this section (including any additional time permitted by the BHA), the BHA may serve a notice to the **tenant** requiring the tenant to remove the **ESA**.

The notice will be in writing and will:

1. Contain a brief statement of the factual basis for determination and the **ESA** rule that has been violated.
2. State that the **tenant** must remove the **ESA** within ten (10) days of the effective date of the notice; and
3. State that failure to remove the ESA will result in termination of the tenant's tenancy.

Bethlehem Housing Authority

Lease Addendum for Emotional Support Animal (ESA) Policy/Agreement

I have read and understand the Bethlehem Housing Authority's **Lease Addendum for ESA Policy/Agreement**.

I agree to abide by the terms and conditions read and explained knowing that my violation of the **ESA** rules shall result in the removal of my ESA from the premises of the BHA, or the termination of my tenancy with the BHA, or both.

IN WITNESS THEREOF, the parties have executed this Lease Addendum for ESA Policy/Agreement this

_____ day of _____, 20 _____.

Head of Household Signature

Co-Head Signature

Unit Address

BHA Management Signature

I/we acknowledge that I/we have received a copy of the Lease Addendum for ESA Policy/Agreement.

Signature of Head of Household

Co-Head of Household

Tenant's File

EXHIBIT 10-3 **LEASE ADDENDUM** FOR PET POLICY/AGREEMENT

Bethlehem Housing Authority

Lease Addendum for Pet Policy/Agreement

In compliance with HUD's Pet Ownership in Public Housing – PH Occupancy Guidebook dated December 2020, including Pennsylvania Law on Pets in Public Housing (Non-Service, Non-ESA, the Bethlehem Housing Authority (BHA) has revised the following Lease Addendum for Pet Policy/Agreement because BHA understands that service animals and emotional support animals (ESAs) are not the same and neither are considered pets. Therefore, the conditions and restrictions that BHA apply to pets are not applied to service animals and ESA. In addition, BHA has made a few revisions to improve the Lease Addendum for Pets Policy/Agreement and as HUD allows PHAs discretion to adopt requirements.

This Lease Addendum for Pets becomes effective upon execution by both parties, the tenant and BHA.

I. Preamble

In compliance with the Quality Housing and Work Responsibility Act (QHWRA) of 1998, which provides that public housing authority residents cannot be prevented from owning pets, and in accordance with the Final Rule (July 10, 2000) on pet ownership in public housing which allows authorities the discretion of devising reasonable limitations, the Bethlehem Housing Authority (BHA) therefore establishes the following PET POLICY. Residents may own and keep a maximum of 2 common household pets, only 1 of which may be a dog or cat, if they live in any of the Bethlehem Housing Authority developments or high rises:

- 1) Pfeifle
- 2) Bayard
- 3) Pembroke
- 4) Marvine
- 5) Fairmount
- 6) Lynfield
- 7) Parkridge
- 8) Monocacy Tower (High Rise)
- 9) Litzenberger (High Rise)
- 10) Bodder House (High Rise)
- 11) Barholomew House (High Rise)

Residents who choose to own and keep a pet in their designated units must abide by the Pet Policy which is established by the BHA.

The Pet Policy was established to maintain a safe, decent, and sanitary living environment for existing and prospective residents and to protect and preserve the physical condition of the developments/high rises and the financial interest of the BHA.

The policy is established without imposing unnecessary burdens and restrictions on pet owners and prospective pet owners.

Applicants who apply for occupancy will be notified of the right to own and keep a pet, a service animal, or an **emotional support animal (ESA)** at the time of their admission application.

The BHA's pet policy does not apply to service animals and assistance animals.

This exclusion applies to service animals and assistance animals that reside in all developments/high rises, as well as to service animals and assistance animals that accompany its disabled owner when visiting any of BHA's developments and high rises.

Additional Pet Policy information is contained in Bethlehem Housing Authority's Admissions and Continued Occupancy Policy.

II. Definition of Common Household Pet

A Common Household Pet is a domesticated animal, such as a dog, cat, bird or fish that is traditionally kept in the home for pleasure rather than for commercial purposes.

The Bethlehem Housing Authority has the right to limit the size, weight and type of common household pet that is allowed in its housing developments/high rises.

The BHA's definition and limitation of a common household pet is the following:

- 1) DOG – not to exceed **30 pounds** in weight at its maturity.
- 2) CAT – not to exceed **20 pounds** in weight at its maturity; must be a domestic cat; must be declawed.
- 3) BIRD – a small, domesticated bird; must be kept in an approved cage. (No more than 2 birds)
- 4) FISH – must be kept in an approved fish tank, which cannot exceed twenty 20 gallons of water.
- 5) No other living creature will be a common household pet.

III. Pet Application Registration

Residents who wish to apply for a Pet Permit, must file an application for a Pet Permit with their development office at 1429 Fritz Drive – Bethlehem, PA 18017, or high-rise office at 645 Main Street – Bethlehem, PA 18018.

IV. Pet Permit

Prior to placing a pet into residency in any property operated by the BHA, an applicant or current resident must file an application for a Pet Permit. A Pet Permit will be issued after all initial pet policy conditions have been satisfied, along with a “wallet size” permit card.

The BHA may revoke the privilege of a pet permit, at any time, if the animal is a nuisance or a threat to the health or safety of other people, or if the pet owner fails to comply with any provisions of the pet policy.

V. Conditions for Issuance of Pet Permit

- 1) The resident is responsible for complying with all local, state and federal laws and regulations governing the possession of their pet.
- 2) **Dog License:** A resident who has a dog must get a dog license from the proper authorities annually. The dog must always wear the license. Note: The law does not require a cat license.
- 3) **Inoculation:** The resident must have its pet inoculated and provide Bethlehem Housing Authority with proof of the pet’s inoculation(s) prior to bringing the pet into the resident’s housing development/high rise. The proof of inoculation must be provided according to the expiration date. The resident has the responsibility to check with the pet’s veterinarian to determine what vaccinations the pet requires, such as rabies and distemper.

Residents must comply with Pennsylvania law. Pennsylvania Law requires all **dogs** older than 12 weeks of age be rabies vaccinated by a licensed veterinarian. A follow-up rabies vaccination at 1 year is required and then every 3 years after that. All **cats** must be vaccinated for Rabies by 3 months of age and the **vaccination** must be kept up to date.

- 4) **Spayed/Neutered:** Female cats and dogs must be spayed, and male cats and dogs must be neutered prior to bringing the pet into the resident’s housing development/high rise. Residents must provide the Authority with medical certification that the cat or dog was spayed or neutered. A cat or dog is exempt from

spaying or neutering if the resident provides the Authority with a medical certification that the pet may suffer permanent harm or death from the operation because of factors such as the pet's age or illness.

- 5) **Pet's Vocal Cords:** BHA does not require any pet's vocal cords to be removed.
- 6) **Pet Security Deposit:** The resident, who has a cat or a dog, must pay a **Pet Deposit of \$300.00**. The pet deposit is not a rent security deposit but is a charge in addition to any rent-related cost.

In the event of a resident's financial hardship, the resident may pay the pet deposit in installments. A minimum payment of \$50 is due on or prior to the date the PHA and resident enter into a Pet Agreement; the pet is not permitted on the premises until the initial security deposit payment is made. Additional payment amounts must be no less than \$50, and payment intervals may be no more than 1 month.

Failure to pay the entire pet deposit within 6 months of signing the Pet Agreement will result in requiring the pet to be removed from the unit.

- 7) **Pet Security Deposit Refund:** The Authority will refund any unused portion of the pet deposit to the resident within 30 days after the resident moves from the development/high rise or no longer owns or keeps a pet in the dwelling unit.

The unit will also be inspected for signs of damage or vermin prior to the pet deposit being returned to the resident.

The resident will be billed for any amount that exceeds the pet deposit. The Authority will provide the resident with a written notice of any charges against the pet deposit within 30 days of resident move out inspection, or the removal of the pet inspection to give the resident the right to dispute the charge and request a hearing within 10 calendar days from receipt of the notice. If the resident does not request a hearing within the required period, charges will stand. Inspection will be conducted by the BHA Maintenance Department.

- 8) **Pet-Related Damages During Occupancy:** All reasonable expenses incurred by the Authority because of damage directly attributable to the presence of the pet in the development/high rise will be the responsibility of the residents, including:
- The cost of repairs and replacements to the resident's unit
 - Fumigation of the dwelling unit. Note: The expense of flea elimination shall also be the responsibility of the residents.
 - Repairs to common areas of the development/high rise.

If the residents are in occupancy when such a cost occurs, the resident shall be billed for such costs in accordance with the policies in Section 8-1. G, Maintenance and Damage Charges.

A pet deposit will not be applied to the costs of pet-related damages during occupancy, or to the cost of kenneling a pet in any emergency situation when the resident is unable to care for the pet in an emergency situation or when the designated pet emergency care plan responsible contact parties listed cannot or will not accept the resident's pet, or cannot be reached.

Any emergency cost incurred, the Authority will notify the resident in writing and post it to the resident's account for payment to give the resident the right to dispute the charge and request an informal hearing within 10 calendar days from receipt of the notice. If the residents do not request a hearing within the required period, charges will stand. Failure to pay any cost incurred will lead to termination of the pet policy, including the tenancy of the resident.

- 9) **Non-refundable Fee:** The BHA may impose a nominal, non-refundable fee, after the second infraction of non-compliance with the pet policy. This fee would be no more or no less than **\$25.00**. This fee will be posted to the resident's account for payment to give the resident the right to dispute the fee and request an informal hearing within 10 calendar days from receipt of the notice. If the resident does not request a hearing within the required period, charges will stand.
- 10) **Nuisance Charge:** A **\$25.00 nuisance charge** will be imposed when a maintenance worker, contractor, or inspector cannot gain entry for his scheduled call and must return at another time/date due to an unrestrained animal. This charge will be posted to the resident's account for payment to give the resident the right to dispute the charge and request an informal hearing within 10 calendar days from receipt of the notice. If the resident does not request a hearing within the required period, charges will stand.
- 11) **Pet Emergency Care Plan:** The resident must file a "Pet Emergency Care Plan" as part of the application process. The plan is necessary in the event of the resident's death or inability to care for the pet in an emergency, which empowers the Authority to transfer the responsibility of pet care to the responsible contact parties listed.
- 12) **Pet Photo:** The resident must provide a color photograph of the pet or allow BHA to take a color photo of the pet which will be kept in the resident's file.
- 13) **Pet Permit Card/Door Label:** The residents must display an approved pet label, which the Authority will provide, on the entry door of their unit, plus maintain their approved wallet permit card.

14) **Alteration for Pet:** The residents must not alter their dwelling unit to create an enclosure for the pet or create any other alteration for pet.

VI. Pet Management Plan

- A) A maximum of 2 common household pets will be allowed per household, only 1 of which may be a dog or cat. For example: One dog and a 20-gallon fish tank with fish may be allowed, but not a dog and a cat together.
- B) Dogs and cats must remain inside a resident's dwelling unit unless they are on a leash and under the control of a responsible individual.
- C) Birds must be always confined in a cage and the unit kept clean and odor free.
- D) Pets are not allowed on the elevators in the Hi-Rises, unless no one on the elevator objects to the pet's presence. Elevator riders, who are not accompanied by a pet, have priority use of the elevator.
- E) Pets are not permitted in any common areas within the housing developments, except when directly leaving or entering the units.
- F) Pets must be crated when residents are not home, in case of emergency or if BHA personnel need to enter the dwelling unit. Pets cannot be attached to handrails, doorknobs, molding or any BHA owned appliance at any time.
- G) The residents acknowledge responsibility for the cleanliness of their pet and the daily removal of pet waste in the following manner:
 - 1) Cats must use a litter box, which is kept within the resident's dwelling unit. Pet waste must be placed in a plastic bag, which is tightly closed and disposed of in a designated receptacle. Pet waste must be disposed of daily.
 - 2) It is the resident's responsibility to have their pets (such as a dog) house-broken and clean up after their pets. For example: A "housebroken" dog is a dog that has been trained to eliminate outside. This is best achieved through regular trips outside. Proper housebreaking involves reinforcing elimination outside and careful observation of the puppy's behavior to watch for signs the puppy needs to urinate or defecate.

NOTE: Resident may not store pet waste in their dwelling unit. Residents may not flush pet waste, especially any waste mixed with kitty litter, down the toilet, sink, bathtub or any type of drain.

- 3) Residents must clean up pet residue, such as hair, feathers, seed, water, etc. daily. The resident's dwelling unit must be always kept clean and free of odors.
 - 4) The cost of extermination for fleas, ticks and any other animal-related pests, caused by the presence of the resident's pet, will be charged to the resident. If the resident has moved out, it will be deducted from the pet deposit. The extermination will be arranged by the BHA to ensure prompt and proper rendering of the extermination service.
- H) The residents must not allow their pets to disturb or interfere with the peaceful enjoyment of the living conditions of other residents who live in the housing development/high rise. This includes but is not limited to disturbances such as consistent or excessive barking, howling, biting, scratching, chirping, or any other similar activity.

VII. Inspection of Dwelling Unit

As a condition of accepting the Pet Permit, the resident agrees that the resident's dwelling unit is available for a pet-related inspection at any time when given thirty (30) minute verbal notice if an emergency exists, or after two (2) infractions of the policy.

VIII. Damages

Residents agree to be strictly liable for all damage caused by pets where liability is imposed by state or local law.

IX. Revocation of Pet Permit

- A) The Authority may revoke a tenant's pet permit if the following conditions occur:
- 1) The pet dies
 - 2) The pet is permanently removed from housing development/high rise.
- C) The Authority may revoke a resident's pet permit after determining that at least one of the following conditions is a reasonable cause for revocation:
- 1) Resident has violated any part of the Addendum to Lease Agreement/Pet Policy/Agreement.

- 2) The pet is a danger or hazard to the health and safety of the residents, management or visitors of the housing development.
- 3) The pet has caused repeated damage to the dwelling unit, common areas, or other residents' personal property.
- 4) The pet has bitten, scratched or caused injury to another person.
- 5) The pet has defecated or urinated in the dwelling unit, common areas or outside and the residents fail to clean up after their pet.
- 6) The pet has disturbed or interfered with the peaceful enjoyment of the living conditions of the other residents who reside in the housing development/high rise. Such examples include, but are not limited to, consistent or excessive barking, howling, meowing, chirping, scratching or any other disturbing activity.
- 7) The pet's license has expired and has not been reissued, or residents failed to renew the license on an annual basis and provide proof to the Authority.
- 8) The pet's inoculation certification has expired, and the resident has failed to provide current proof of an updated inoculation.
- 9) The pet has been determined to be out of the resident's control. Such examples include, but are not limited to, a dog off its leash, a cat running loose outside of the dwelling unit or a bird not in its cage.
- 10) If by report or inspection, it is found resident is neglecting the pet.
- 11) Violations of any applicable State and local public health, animal control and animal anti-cruelty laws and regulations, and in accordance with the policies established in BHA Plan.
- 12) The resident is not in good standing.

Note: Resident must return the pet permit card to the management office, if pet permit is revoked.

X. Death of Pet

In the event a resident's pet dies, the resident is responsible for arranging the burial or other means of disposal of the dead pet off the premises of the housing development/high rise.

- A) Proof of the pet's disposal, according to public health regulations, must be provided for the pet deposit to be returned to the resident.
- B) The unit will also be inspected for signs of damage or vermin prior to the pet deposit being returned to the resident.

XI. Pet Rule Violation Procedure

Resident shall comply with the following Pet Rule Violation Summary:

A. Notice of Pet Rule Violation:

1. Contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated.
2. State that the pet owner has ten (10) days from the effective date of service of the notice to correct the violation (including, in appropriate circumstances, removal of the pet) or to make a written request for a meeting to discuss the violation; and
3. State that the pet owner's failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in initiation of procedures to have the pet removed or to terminate the pet owner's tenancy, or both.

B. Pet Rule Violation Meeting:

If the pet owner makes a timely request for a meeting to discuss a pet rule violation, the Housing Authority will establish a mutually agreeable time and place for the meeting no later than fifteen (15) days from the effective date of service of the notice of pet rule violation. At the pet rule violation meeting, the pet owner and BHA shall discuss any alleged pet rule violation. If the parties are unable to resolve the problem, the BHA may inform the pet owner in writing that the pet must be removed from the premises within ten (10) days of the pet rule violation meeting.

C. Notice for Pet Removal

If the BHA determines that the pet owner has failed to correct the pet rule violation within the time provided under paragraph B of this section (including any additional time permitted by the BHA), the BHA may serve a notice to the pet owner requiring the pet owner to remove the pet.

The notice will be in writing and will:

1. Contain a brief statement of the factual basis for determination and the pet rule that has been violated;
2. State that the pet owner must remove the pet within ten (10) days of the effective date of the notice; and
3. State that failure to remove the pet may result in initiation of the procedures to have the pet removed or terminate the pet owner's tenancy, or both.

Bethlehem Housing Authority

Lease Addendum for Pets Policy/Agreement

I have read and understand the Bethlehem Housing Authority's **Lease Addendum for Pets Policy/Agreement**.

I agree to abide by the terms and conditions read and explained knowing that my violation of the Pets rules shall result in the removal of my ESA from the premises of the BHA, or the termination of my tenancy with the BHA, or both.

IN WITNESS THEREOF, the parties have executed this Lease Addendum for ESA Policy/Agreement this

_____ day of _____, 20 _____.

Head of Household Signature

Co-Head Signature

Unit Address

BHA Management Signature

I/we acknowledge that I/we have received a copy of the Lease Addendum for Pets Policy/Agreement.

Signature of Head of Household

Co-Head of Household

Tenant's File