PORT HURON HOUSING COMMISSION
ASSISTANCE ANIMAL POLICY
(7-1-2026)

Port Huron Housing Commission (PHHC) is committed to making reasonable accommodations to its rules, policies and practices as required by law to afford people with disabilities an equal opportunity to access housing and any associated amenities, including granting reasonable accommodations for assistance animals as determined on a case-by-case basis. An assistance animal is not a pet. There are two types of assistance animals:

1. Service animals-These are limited to dogs and in rare cases, miniature horses and;
2. Other trained or untrained animals that do work, perform tasks, provide assistance, and/or provide therapeutic emotional support for individuals with disabilities. These animals can be referred to as a support animal.

An animal that does not qualify as an assistance animal is a pet for purposes of the Fair Housing Act and may be treated as a pet for purposes of the PHHC's lease, rules and policies.

Assistance animal owners, not the PHHC, are responsible for the cost, care and supervision of assistance animals. Assistance animal owners will be expected to be responsible animal owners and shall adhere to the following reasonable rules:

1. All assistance animals must be on a leash (no more than 6 feet in length) or in an appropriate animal carrier when outside of the resident's apartment. All animals shall remain with the animal owner and shall not be allowed to roam free or be left unattended and/or tethered on patios. Assistance animals must be under the control of their owners at all times.
2. No doghouses are allowed on PHHC property. The resident shall make no modifications to the apartment for an animal unless approved by the PHHC under a Request for Reasonable Accommodation.
3. Assistance animals may be barred from the premises when the animal or its care creates a threat to the health and safety of others, infringe on the right of other tenants' right to peaceful enjoyment of the building and its amenities and/or consistently cause property damage, etc. Examples of when an animal can be barred include, but are not limited to:
    a. Dangerous or vicious behavior such as biting, jumping, lunging, etc.
    b. Oozing or open wounds or obvious illness that remain untreated by a veterinary professional
    c. Untreated insect infestations such as fleas and/or ticks
    d. Consistent and/or unaddressed unsanitary conditions or noxious odors due to the lack of upkeep of the animal's care such as uncleaned litter boxes, animal feces or urine inside the resident's apartment, etc.
    e. Repeated incidents of property damage caused by the animal

f. Repeated incidents of animals making noise for a period of ten minutes incessantly or for two hours or more intermittently, no matter the time of day or night.
g. Repeated incidents of the animal in common areas who are not under the complete physical control of a responsible human companion and on a held leash of no more than six (6) feet in length or in an animal carrier.
h. Repeated incidents of the animal urinating and/or defecating in common areas.

4. The cost of fumigation required as the result of an insect infestation will be assessed to the animal owner.
5. Litter boxes must be provided for cats. Cats are not permitted to excrete anywhere in the building other than litter boxes. Owners must separate the animal's waste and/or clean out the litter box routinely in order to prevent noxious odors and unsanitary living conditions. Litter may not be disposed of in toilets, but must be in a plastic bag, tied securely and deposited in the dumpster.
6. Dogs are not permitted to excrete anywhere in the building and must be taken outside on a regular basis. Training pads may not be used as an alternative to taking the dog outside. Owners will be responsible for immediately removing feces dropped anywhere on the property, unless other pre-approved reasonable accommodations have been made. Animal excrement must be disposed of in the dumpster. The PHHC may impose a waste removal charge of $5 per occurrence.
7. Owners are responsible for damage caused by their animal. Examples of damage include, but are not limited to:
   a. Stained or soiled flooring due to the bodily waste of the animal
   b. Damaged, chewed or scratched walls, baseboards, trim, cabinets, flooring, etc.
   c. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy animal-caused damage
8. Every resident with an assistance animal must maintain up-to-date documentation with the PHHC office as defined in this policy.
   a. Per Port Huron Ordinances (Ordinance 224), the following restrictions in the number of animals permitted in an apartment is no more than four (4) dogs or cats, in any combination.

Assistance Animal Reasonable Accommodation Determination Process

Residents/applicants must request a Reasonable Accommodation to categorize any animal as an assistance animal. Any resident requesting a Reasonable Accommodation is to use PHHC forms.

All Reasonable Accommodation requests must be verified with **written** supporting documentation from the requesting individual's medical or mental health provider. The written documentation cannot be more than 90 days old at the time of request and:

- Must be documented on the PHHC standard "Reasonable Accommodation Request" form **or** on the provider's letterhead
- Must be signed by the provider with his/her title and contact information listed
- Must answer the following questions:
  1. *Is the household member disabled as defined by federal law?*
  2. *In your professional opinion, does the household member need the assistance animal in order to have the same opportunity that a non-disabled individual has to use and enjoy his/her apartment and the amenities that PHHC has to offer?*
     a. If the requested reasonable accommodation is to allow more than one assistance animal, the provider should note if each of the animals provide a separate service or support to the individual. For example, (1) animal is trained to retrieve items for the individual while (1) the additional animal provides emotional support, etc.
     b. The provider should also indicate the number of animals authorized, the breed, type and name.

PHHC will never inquire about the nature of a person's disability. As a best practice, PHHC may use the following questions to help them assess whether to grant the requested accommodation:

1. Does the person have an observable disability or does the PHHC already have information giving them reason to believe the person is disabled?
2. Has the person requesting the accommodation provided information that reasonably supports that the person seeking the accommodation has a disability?
3. Has the person requesting the accommodation provided information which reasonably supports that the animal does work, performs tasks, provides assistance and/or provides therapeutic emotional support with respect to the individual's disability?
4. Is the animal commonly kept in households?

Upon approval of a Reasonable Accommodation, PHHC will not require any deposits or fees for assistance animals. However, an assistance animal owner may be charged for damage caused by the assistance animal to the same extent that PHHC would normally charge a

person for the damage they cause. The assistance animal owner is responsible for any expenses incurred for cleaning beyond standard cleaning or for repairs to the premises after the unit is vacated.

Assistance Animal Violations

Owners of assistance animals must comply with the same standards regarding safety, noise, disruption and sanitation as residents without disabilities as defined in the PHHC lease and Tenant Handbook. A reasonable accommodation which may constitute an exception to a policy does not constitute an exception to any other policy. Repeated violations of the Assistance Animal policy may be grounds for removal of the animal, termination of an animal owner's lease, or both. Residents who fail to comply with requests to correct violations will be asked to remove the animal from the premises within ten (10) days of notice from the PHHC. For instances constituting a threat to health and safety, removal of the animal may be required with twenty-four (24) hours' notice.

If an animal is abandoned or threatened by the incapacitation or death of the owner, the designated alternative responsible individual will be contacted to take possession of the animal. If he/she is unwilling or unable to care for the animal, the PHHC will make every effort place the animal with a member of the owner's family, in a no-kill shelter, find a foster home for the animal, etc. If all efforts to humanely relocate the animal are exhausted, the PHHC will contact St Clair County Animal Control to take possession of the animal, but only as a last resort. Any costs in rehoming or relocating the animal shall be incurred by the resident/animal owner. The resident will be informed of the charges with the amount due 30 days from the date of the written notice.

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Assistance Animal Required Documents

Assistance animal documentation required to be on file and kept current/up-to-date with the PHHC office:

- ☐ Signed PHHC Assistance Animal Policy acknowledgement page
- ☐ Alternative Responsible Person form signed by resident and alternative person
- ☐ Photograph of animal
- ☐ Proof of current license as required by State Law (dogs)- These are available at St Clair County Animal Control.
- ☐ Proof of inoculations (as required by veterinarian), when applicable
- ☐ Proof of protection from fleas such as a flea collar or prescription by veterinarian, when applicable.
- ☐ Unless deemed medically unsafe by a veterinarian professional, proof that a dog/cat has been spayed/neutered by six (6) months of age.
- ☐ Identification tag or vest, when applicable

I have read the Port Huron Housing Commission Assistance Animal Policy and agree to abide by all terms. I further agree to indemnify, defend and hold the PHHC and its employees harmless from and against any and all claims, actions suits, judgments and demands caused by, or resulting from, the actions of the resident's assistance animal.

_____ _____

Tenant Date

_____ _____

Tenant Date

_____ _____

Property Manager Date