



# OLIVER

MANAGEMENT SERVICES  
5713 GRAND AVE SUITE B

DULUTH, MN 55807

(218) 628-0311 \* FAX (218) 624-2235

## **SERVICE/ASSISTANCE ANIMAL POLICY FOR SUBSIDIZED PROPERTIES**

In the case of an individual who requests a reasonable accommodation for a service or assistance animal, Oliver Management Service will consider the following two criteria:

1. The individual requesting the accommodation to keep a service or assistance animal meets the definition of a person with a disability;
2. The individual requesting the accommodation to keep a service or assistance animal has a disability-related need for the animal.

Management may ask individuals, who have disabilities that are not readily apparent or known, to submit reliable documentation of a disability and their disability-related need for a service or assistance animal. Management may request documentation from a treating physician, psychiatrist, social worker, other mental health professional, or other reliable third party, stating that the animal provides support that alleviates one or more of the identified symptoms or effects of an existing disability. We will not ask for access to medical records or request extensive information/documentation of an individual's physical or mental disabilities.

Because Oliver Management is dedicated to the health and safety of all residents, please note that if the specific service or assistance animal poses a direct threat to the health, safety, or property of others, the request may be denied if any identified concerns cannot be reduced or eliminated by other reasonable means. A determination that a service or assistance animal poses a direct threat of harm to others or would cause substantial physical damage will be based on an individualized assessment that relies on verifiable, objective evidence about the nature of the harm and the specific animal's actual conduct and characteristics.

**PRIOR ADMITTANCE REQUIREMENTS:** These items are required PRIOR to bringing your Service/Assistance Animal on the property.

- A) Documentation of a disability and the disability-related need for a service or assistance animal by a qualified professional that currently treats the tenant.
- B) Tenant must provide documentation from a veterinarian verifying the following:
  - 1) All vaccinations are current
  - 2) Animal has been spayed or neutered
- C) Tenant must provide signed Animal Pal Agreements from two parties outside of the building who have agreed to care for the animal off the premises if necessary. (See management for ANIMAL PAL AGREEMENT)
- D) Tenant must provide documentation of completed city license requirements, if it's required by the city.

- E) Each above-listed criteria must be fulfilled completely before bringing the animal onto the property. Approval of one animal does not transfer to another animal. Only one four-legged, warm-blooded animal is allowed per apartment.

#### CARE REQUIREMENTS FOR ANIMAL OWNERS

- A) Tenant must annually update vaccination records and, if required, city license requirements for the animal and provide a copy, for the tenant's file, to the Property Manager or Corporate Office.
- B) Prior to occupying an apartment, a cat must be litter trained; and a dog must be housebroken.
- C) Management strongly recommends that a cat be declawed since any damage caused by a tenant's animal is the responsibility of the tenant.
- D) The apartment must be kept free of animal odors, infestations, and maintained in a clean and sanitary manner at the cost of the tenant. A Notice of Infraction will be issued if animal odors can be smelled outside of the apartment. Specifically: Dogs are not permitted to defecate or urinate in apartment units (with the exception of potty pads) or building common areas. Cat litter boxes must be changed weekly at a minimum and the waste separated from the litter every other day at a minimum. Potty pads must be changed daily.
- E) All cat waste and litter must be double-bagged, tightly secured, and placed in the proper dumpster. Cat litter is NOT to be sent down a garbage chute and it is NOT to be placed in interior garbage cans.
- F) Outside of the apartment unit, every dog or cat must be kept on a three-foot leash, and must be accompanied by a person who is able to control it.
- G) Tenant must have and use an animal waste clean-up device every time the animal is brought outside. (ie. poop scooper, plastic bags, etc.)
- H) Tenant must immediately pick up animal waste from building grounds as well as from surrounding public neighborhoods, have it properly wrapped, and dispose of it in a garbage can.
- I) If a tenant fails to immediately pick up his/her animal's waste, a animal waste removal charge of \$5 per occurrence will be charged and is due within 30 days of service of notice. Three (3) occurrences within a twelve (12) month period will be grounds for removal of the animal and/or tenant.
- J) Dogs are not to be left unattended in an apartment for more than six (6) hours.
- K) Under no circumstances are management or other tenants in the building responsible for the care of the animal.
- L) Tenant will notify designated party (from Animal Pal Agreement) for care of the animal if he/she is unable to provide care. Management has the authority to remove unattended animals if the designated parties have not removed the animal as agreed.
- M) Tenant will be responsible to train his/her dog so that it doesn't bark excessively or late at night, which would disturb the right to quiet enjoyment of other tenants.
- N) Tenant will be responsible to train his/her dog so that it does not lunge after, or bark at others while in transit, which would disturb the right to quiet enjoyment of other tenants.

#### ENFORCEMENT OF POLICIES USED BY MANAGEMENT

- A) Notify tenant of rule violation in writing.
- B) Allow ten (10) days from service of notice to correct the violation or for the tenant to make a written request for a meeting to discuss the violation.
- C) Three (3) uncorrected violations within a twelve (12) month period will be grounds for removal of the animal and/or tenant.
- D) An animal that bites or attacks another person will be evicted from the building.

**TENANT ACKNOWLEDGES RECEIPT OF THE SERVICE/ASSISTANCE ANIMAL POLICY FOR SUBSIDIZED PROPERTIES**

Property Name: \_\_\_\_\_

Unit: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Property Name: \_\_\_\_\_

Unit: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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Receipt of the SERVICE/ASSISTANCE ANIMAL POLICY FOR SUBSIDIZED PROPERTIES  
accepted by: (Management Representative Signature)