Revised & Approved: October 15, 2026

Needham Housing Authority
Reasonable Accommodation/Modification
Policy and Procedures

October 15, 2026

Needham Housing Authority
Reasonable Accommodation/Modification Policy and Procedures

Table of Contents

INTRODUCTION ……..…….. 3
PART A: POLICY ……..……... 3
SECTION 1. DEFINITIONS ……..... 3
SECTION 2. POLICY STATEMENT …….. 5
SECTION 3. PURPOSE ……... 5
SECTION 4. AUTHORITY ……..... 6
SECTION 5. MONITORING AND ENFORCEMENT ……... 6
SECTION 6. GENERAL PRINCIPLES FOR PROVIDING REASONABLE ACCOMMODATIONS/MODIFICATIONS……... 7
SECTION 7. AMENDMENTS …… 9
SECTION 8. STAFF TRAINING …… 9
SECTION 9. SERVICE AND EMOTIONAL SUPPPORT ANIMAL POLICY…….. 10
PART B: PROCEDURES ……. 17
PROCEDURE 1 – COMMUNICATION WITH APPLICANTS AND RESIDENTS . 17
PROCEDURE 2 – SEQUENCE FOR MAKING DECISIONS …….. 18
PROCEDURE 3 – GUIDELINES FOR DETERMINING REASONABLENESS …. 19
ATTACHMENTS ……. 22
ATTACHMENT 1 – NOTICE TO ALL APPLICANTS AND RESIDENTS: REASONABLE ACCOMMODATIONS AND MODIFICATIONS ARE AVAILABLE FOR APPLICANTS AND RESIDENTS WITH MENTAL AND/OR PHYSICAL DISABILITIES …….. 23
ATTACHMENT 2 – REQUEST FOR REASONABLE ACCOMMODATIONS/REASONABLE MODIFICATIONS AND AUTHORIZATION …….. 25
ATTACHMENT 3 – REQUEST FOR INFORMATION OR VERIFICATION …….. 28
ATTACHMENT 4 – VERIFICATION OF DISABILITY BY PHYSICIAN OR OTHER PROFESSIONAL FOR REASONABLE ACCOMMODATION/MODIFICATION REQUEST ……... 30
ATTACHMENT 5 – LETTER DENYING REQUEST FOR REASONABLE ACCOMMODATION/MODIFICATION…… 33
ATTACHMENT 6 – LETTER APPROVING REQUEST FOR REASONABLE ACCOMMODATION/MODIFICATION ….. 35
ATTACHMENT 7 – REQUEST FOR MEETING ……... 37
ATTACHMENT 8 – ANIMAL RIDER …… 38

INTRODUCTION

The Reasonable Accommodation/Modification Policy and Procedures, comprised of Part A and Part B, sets forth the policy and procedures of the Needham Housing Authority regarding reasonable accommodations and reasonable modifications for qualified applicants or residents[1] with disabilities for participation in the Needham Housing Authority programs and activities.[2] A copy of this Reasonable Accommodation/Modification Policy and Procedures is posted in the Needham Housing Authority common areas and on the Needham Housing Authority website, located at needhamhousing.org. Additionally, a copy of this Reasonable Accommodation/ Modification Policy and Procedures may be obtained upon request by contacting Cherri Costa at (781) 444-3011 or office@needhamhousing.org.

PART A: POLICY

SECTION 1. DEFINITIONS

1.1 The term "ADA" shall mean the Americans with Disabilities Act, as amended.

1.2 The term "emotional support animal" or "assistance animal" is defined as follows: Under the Fair Housing Act and Section 504 of the Rehabilitation Act, emotional support animals or assistance animals are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability. Examples of assistance they may provide include: guiding individuals who are blind or have low vision, alerting individuals who are deaf or hard of hearing to sounds, providing protection or rescue assistance, pulling a wheelchair, fetching items, alerting an individual to impending seizures, or providing emotional support to persons with a disability that creates a need for such support.

1.3 The term "FHA" shall mean the Fair Housing Act of 1968, as amended.

1.4 The term "NHA" shall mean the Needham Housing Authority.

1.5 The term "*individual with a disability*," shall mean an individual who:

(i) Has a physical or mental impairment that substantially limits one or more of the major life activities of such individual;

(ii) Has a record of such an impairment; or

(iii) Is regarded as having such an impairment.

[1] Reasonable accommodation/modification policies with respect to LHA employees are available in the Needham Housing Authority Employee Handbook.

[2] Relevant, program-specific, requirements or procedures not addressed in Part A or Part B of this policy are incorporated herein via Attachment 8.

This definition shall be interpreted as further detailed in 28 CFR § 35.108 (Title II ADA regulations) and Massachusetts General Laws ("G.L.") c. 151B § 1(17). Please note that G.L. c. 151B § 1(17) uses the term "handicap" in place of disability, but the definition aligns with the federal ADA definition.

1.6 The term "medical provider" or "medical professional" as used herein means a doctor, psychiatrist, psychologist, nurse, physical or occupational therapists, speech therapists, licensed social worker, or licensed mental health professional who treats the resident/applicant who is seeking an accommodation for the condition at issue.

1.7 The term "Policy" shall mean Part A of this Reasonable Accommodation/ Modification Policy and Procedures, as adopted by NHA's Board, and as may be amended from time to time.

1.8 The term "Procedures" shall mean Part B of this Reasonable Accommodation/ Modification Policy and Procedures, and as may be amended from time to time, in a manner convenient with the Policy, by NHA's Board.

1.9 The term "reasonable accommodation" as used herein means a change in NHA's rules, policies, practices, or services, that may be necessary to provide persons with disabilities an equal opportunity to participate in NHA programs, activities, and services, and/or to enjoy NHA dwellings or facilities.

1.10 The term "reasonable modification" as used herein means a physical change, such as to a dwelling unit, building, common or public area, etc., necessary to afford persons with disabilities equal opportunity to use and enjoy the NHA dwellings or facilities, and/or to access NHA programs, activities, and services and/or to enjoy.

1.11 The term "service animal" as used herein is given its legal meaning. A service animal is defined by the U.S. Department of Justice Americans with Disabilities Act (ADA) regulations at 28 CFR 36.104 as follows: "Service animal means any guide dog, signal dog, or miniature pony individually trained to do work or perform tasks for the benefit of an individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items."

SECTION 2. POLICY STATEMENT

NHA is committed to ensuring that its policies and practices do not deny individuals with disabilities the equal opportunity to access, participate in, or benefit from, NHA's housing services, programs, dwellings, and facilities, nor otherwise discriminate against individuals with disabilities in connection with the operation of NHA's housing programs, activities, and services. Therefore, if an individual with a disability requires a (i) reasonable accommodation, i.e., a change to NHA's rules, policies, practices, or services, (ii) or a reasonable modification, i.e., a physical alteration to a housing unit or public or common use area, it is NHA's policy to provide such a reasonable accommodation/modification, unless doing so would be unreasonable, result in a fundamental alteration to the nature of the program, and/or result in an undue financial and administrative burden. As further provided for in case law, NHA may also deny requested accommodations which are deemed unreasonable if: (i) any such requested accommodation(s) would present a direct threat to health and safety on NHA property; (ii) the individual with disabilities requesting the accommodation is "not otherwise qualified" for such requested accommodation(s) (i.e. unable to comply with the terms of the lease or program even with the granting of such requested accommodation(s)); (iii) the individual with disabilities is requesting any such accommodation as a result of or based on said individual's use of, dependency on, and/or abuse of alcohol or drugs, and such use of, dependency on, and/or abuse of alcohol or drugs is "current", and/or by reason of such current alcohol or drug abuse, said individual (and/or their conduct) would constitute a direct threat to the property or the safety of others; and/or (iv) as may be deemed otherwise unreasonable by law. In such cases where a request for a reasonable accommodation/modification may present an undue hardship or financial/administrative burden for NHA, or otherwise be deemed unreasonable at law, NHA will engage in the interactive dialogue and attempt to propose alternative reasonable accommodations and/or modifications which do not create a hardship or burden for NHA, when the individual requesting the accommodation is deemed disabled and NHA is able to confirm through medical verification that the requested accommodation is causally related to the individual's stated disability.

SECTION 3. PURPOSE

3.1 This Policy is intended to:

(a) Communicate NHA's position regarding reasonable accommodations/modification for persons with disabilities in connection with NHA's housing programs, services, and policies;

(b) Establish a procedural guide for implementing such Policy; and

(c) Comply with applicable federal, state, and local laws to ensure accessibility for persons with disabilities to housing programs, benefits, and services administrated by NHA.

SECTION 4. AUTHORITY

4.1 The requirements of this Policy are based upon the following statutes and regulations:

(a) Section 504 of the Rehabilitation Act of 1973, as amended ("Section 504"), and implementing regulations at 24 CFR part 8, which prohibit discrimination on the basis of disability status by recipients of federal financial assistance;

(b) FHA, as amended, which prohibits discrimination in the sale, rental and financing of dwellings based on disability and other protected classes. Reasonable accommodation requirements are further clarified under the 2004 Joint Statement of the Department of Housing and Urban Development and the Department of Justice on Reasonable Accommodations under the Fair Housing Act.[3] Reasonable modification requirements are further clarified under the 2008 Joint Statement of the Department of Housing and Urban Development and the Department of Justice on Reasonable Modifications under the Fair Housing Act[4];

(c) Title II of the ADA, as amended, and implementing regulations at 28 CFR part 35, prohibits discrimination on the basis of disability status by public entities. Except as provided in § 35.102(b), of 28 CFR Part 35, the ADA applies to all services, programs, and activities provided or made available by public entities (State and local governments and agencies and instrumentalities thereof);

(d) Massachusetts G.L. c. 151B, which prohibits discrimination against persons with disabilities and other protected classes in the renting, leasing, or sale of housing accommodation; and

(e) Applicable federal and state case law.

SECTION 5. MONITORING AND ENFORCEMENT

NHA's Reasonable Accommodation Coordinator is responsible for monitoring NHA's compliance with this Policy and enforcing the requirements under this Policy. Questions regarding this Policy, its interpretation, or implementation should be made by contacting,

[3] https://www.justice.gov/sites/default/files/crt/legacy/2010/12/14/joint_statement _ra.pdf
[4] https://www.hud.gov/sites/documents/reasonable_modifications_mar08.pdf

in writing, or in person by appointment, at office@needhamhousing.org, or by calling (781) 444-3011.

SECTION 6. GENERAL PRINCIPLES FOR PROVIDING REASONABLE ACCOMMODATIONS/MODIFICATIONS

6.1 Listed below are the general principles which provide a foundation for the Policy and which NHA staff should apply when responding to requests for reasonable accommodations/modifications within all NHA housing programs:

(a) It is presumed that an individual with a disability is usually knowledgeable of the appropriate types of, and methods for providing reasonable accommodations/ modifications needed when making a request. However, NHA may offer effective reasonable alternatives to the requested accommodation, and/or alternative methods for providing the requested accommodation/modification. Every consideration will be given to recommendations made by the person requesting the reasonable accommodation or their medical provider in achieving the desired result.

(b) The procedure for evaluating and responding to requests for a reasonable accommodation/modification relies on a cooperative relationship between the NHA and the applicant/resident, or the person acting on the applicant/resident's behalf. The process is not adversarial. Instead, it is an **interactive process**. This interactive process can include addressing any clarifications as to the nature of the applicant's/resident's request or information that was submitted, additional information that may be needed, and/or in some cases, to discuss alternative accommodations/modifications that may meet the individual's needs.

(c) NHA shall inform all applicants and residents of alternative forms of communication. The Request for Reasonable Accommodations/Modifications form ("Request Form") (a copy of which is attached to this Policy and Procedures as Attachment 2) is designed to assist NHA and our applicants/residents. If an applicant/resident does not, or cannot use the Request Form, NHA will still respond to the request for accommodation/modification; the applicant/resident may make a request verbally, via electronic communication, or on any other form of their choosing. The applicant/resident may also request assistance with the Request Form, from a designee of their choosing or from NHA staff, or may request that the Request Form be provided in an equally effective format or means of communication through auxiliary aids and/or services.

(i) Some examples of auxiliary aids and/or services include, but are not limited to, the following:

a. Materials for individuals who are deaf or hard of hearing, such as qualified interpreters, printed material, telecommunications products and systems including text telephones (TTYs), assistive listening devices, or other effective methods of making aurally delivered materials available to persons who are deaf or hard of hearing.

b. Materials for individuals who are blind or have low vision, such as qualified readers, taped texts, audio recordings, materials written in Braille, large print materials, or other effective methods of making visually delivered materials available to individuals who are blind or have low vision.

(d) If the accommodation/modification is reasonable (see Procedure 3 below), NHA will grant it, subject to the exceptions listed in Procedure 3 below.

(e) In accordance with Procedure 3 below, NHA will grant the request for a reasonable accommodation/modification only to the extent that an undue financial and administrative burden or fundamental alteration to the nature of the program is not created thereby. A "fundamental alteration" is a modification that alters the essential nature of a provider's operations (e.g., a request for a service such as a transportation service that NHA does not provide under its program), or the provision of an accommodation that would be contrary to current laws and regulations. NHA will make a determination of undue financial and administrative burden on a case-by-case basis, involving various factors, such as the cost of the reasonable accommodation/modification, the financial resources of NHA, the benefits the accommodation/modification would provide to the requester, and the availability of alternative accommodations/modifications that would adequately meet the requester's disability-related needs. Additionally, based on case law, NHA may also deny requested accommodations which are deemed unreasonable if: (i) any such requested accommodation(s) would present a direct threat to health and safety on NHA property; (ii) the individual with disabilities requesting the accommodation is "not otherwise qualified" for any such requested accommodation(s) (i.e. unable to comply with the terms of the lease or program even with the granting of such requested accommodation(s)); (iii) if the individual with disabilities is requesting any such accommodation as a result of or based on said individual's use of, dependency on, and/or abuse of alcohol or drugs, and such use of, dependency on, and/or abuse of alcohol or drugs is "current", and/or by

reason of such current alcohol or drug abuse, said individual (and/or their conduct) would constitute a direct threat to the property or the safety of others; and/or (iv) as may be deemed otherwise unreasonable by law.

NHA will also grant reasonable modifications in accordance with applicable laws, including M.G.L. c. 151B § 4(7A) with respect to reasonable modifications that are at the expense of owners in publicly assisted housing. NHA will also set aside and consult resources for its state-aided public housing in accordance with PHN 2011-13 and the 2008 Joint Statement of the Department of Housing and Urban Development and the Department of Justice on Reasonable Modifications under the FHA.

(f) All written documents required by or as a result of this Policy must be provided in appropriate alternative formats, if necessary, in order to communicate information and decisions to the person requesting the accommodation/modification.

(g) Any in-person meetings with a person with mobility impairments will be held in an accessible location. Reasonable accommodations will also be made to meet the person's disability-related need, including telephonic or remote meetings or through requested auxiliary aids or services, to ensure the person has an equally effective opportunity to attend and participate in such meetings.

SECTION 7. AMENDMENTS

7.1 The Policy may be amended only by resolution of the Board of NHA.

7.2 The Procedures may be amended within the scope of the Policy by the Board of NHA.

7.3 Legal Compliance. Any amendment to the Policy or Procedures shall be consistent with all applicable laws and regulations.

SECTION 8. STAFF TRAINING

The Assistant Executive Director of NHA will ensure that NHA staff are familiar with this Policy and Procedures and all applicable federal, state, and local requirements regarding reasonable accommodations/modifications. The Assistant Executive Director will avail himself or herself of training opportunities related to anti-discrimination efforts and reasonable accommodations/modifications.

SECTION 9. SERVICE AND EMOTIONAL SUPPORT ANIMAL POLICY

Purpose

These Policy guidelines are to assist in meeting the needs of service animals, emotional support animals, emotional support animal-owning tenants, service animal-owning tenants, non-service animal-owning tenants, and NHA responsibilities in the pursuit of health, happiness and peaceful co-existence in a community atmosphere.

Service Animals

A resident, applicant, or program participant requesting a service animal must be determined disabled and must submit medical documentation as to the things the resident, applicant, or program participant cannot perform due to the resident, applicant, or program participant's disability. Certification must be presented that the service animal has been trained to do those tasks that the resident, applicant, or program participant cannot perform due to the resident, applicant, or program participant's disability.

A disabled person requesting a service animal must submit medical documentation as to the things he/she cannot perform due to disability(ies). Certification must be presented that the service animal has been specially trained to assist the individual with a disability to whom the animal gives necessary assistance in activities of daily living in specific activities of daily living (for example, a dog guiding an individual with impaired vision or alerting an individual with impaired hearing).

There is no security deposit required for the keeping of a service animal and service animals are exempt from size limitations, provided that such service animal is a dog or miniature pony only.

If the animal meets the definition of a service animal, medical expenses are allowable as follows:

> For state programs, pursuant to 760 CMR 6.05, Determination of Gross Household Income and Net Household Income, for the purposes of determining income for all applicants and tenants of state-aided public housing, as a matter of policy, NHA will consider certain actual, reasonable and verified non-reimbursable, out of pocket household expenses related to maintaining guide and service animals as medical deduction under 760 CMR 6.05(4)(e).

For federal programs, pursuant to 24 CFR 5.609, Annual Income, for the purposes of determining income for all applicants and tenants of federally-aided programs, as a matter of policy, NHA will consider certain actual, reasonable, and verified non-reimbursable, out of pocket household expenses related to maintaining guide and service animals as a medical deduction under 24 CFR 5.611(a)(3) and/or 24 CFR 5.611(c).

When an applicant or tenant can document that a specially trained service animal is medically necessary, a deduction from gross household income will be permitted. Expenses which may be deducted include: costs of obtaining such animal, food, medical expenses including veterinarian services and prescriptions, grooming, training expenses if such expenses are incurred from a third-party provider of training services, and necessary equipment such as leashes. Expenses such as dog jacket, blankets, books, beds, and toys may not be deducted.

Regarding allowable medical expenses, NHA will use the standards set by the U.S. Department of Treasury's Internal Revenue Service (IRS), for the purposes of determining allowable expenses. IRS Publication 502 allows as a medical expense "the cost of buying, training, and maintaining a guide dog or other animal to assist a visually-impaired or hearing-impaired person, or a person with other physical disabilities".

Any person who wishes to keep a service animal will be provided with a copy of this "Service Animal Policy." The tenant shall sign a "Service Animal Rider" (see attachment 3 of the reasonable accommodation policy) to the lease and agree to abide by the rules listed below and those city/town ordinances applicable to the ownership and care of an animal.

Emotional Support and Assistance Animals

Emotional support animals and/or assistance animals have a broader definition than service animals. Under the Fair Housing Act and Section 504 of the Rehabilitation Act, emotional support animals or assistance animals are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability. Examples of assistance they may provide include: guiding individuals who are blind or have low vision, alerting individuals who are deaf or hard of hearing to sounds, providing protection or rescue assistance, pulling a wheelchair, fetching items, alerting an individual to impending seizures, or providing emotional support to persons with a disability that creates a need for such support.

Assistance animals and/or emotional support animals are often dogs but may be other animals as well. An animal does not need to be trained to be an assistance animal and/or

emotional support animal, though some may receive training. Recent HUD guidance has indicated the federal government recommends requiring training for assistance and/or emotional support animals as well, and additional guidance may require the amendment of this Policy.[5] Due to this HUD guidance, federal program participant's requests may be denied.

A Resident should bring a request to have an animal counted as an emotional support animal and/or assistance animal to his/her housing development's manager, and a Participant should bring the request to his/her Leasing Officer. Applicants who are having their initial rent calculated should bring their request to the department screening them (either Occupancy or Leased Housing) to see if they are eligible for a medical deduction.[6] Requests will be reviewed as follows:

NHA shall determine whether to allow the animal as an emotional support animal and/or assistance animal. Requests for assistance animals are reviewed under NHA's Reasonable Accommodation Policy as requests for a Reasonable Accommodation. Note that as with other reasonable accommodation requests, supporting documentation may be requested by NHA, including medical verification of the need for the accommodation in the form of an emotional support animal and/or assistance animal.

Prohibition on Animal

For this section, "animal" means assistance animal, emotional support animal, or service animal. NHA may prohibit keeping an animal if:

- The animal is out of control, and its handler does not take effective action to control it; or

- The animal is not housebroken; or

- The individual animal (as opposed to a general animal of its breed or size) poses a direct threat to the health or safety of others, or would cause substantial physical damage to the property of others, that cannot be eliminated or reduced to an

[5] https://naahq.org/sites/default/files/2026-05/hud-enforcement-guidance-assessing-requests-for-the-use-of-an-animal-as-a-reasonable-accommodation-under-the-fair-housing-act.pdf

[6] Residents may be eligible for a medical expense deduction to their rent for the upkeep costs of NHA-approved assistance or service animals depending on the medical deduction rules for the program under which they are housed or will be housed. If eligible, they will be required to provide evidence of their expenses to the NHA, such as receipts from the food purchases for his/her assistance or service animal, in order to get the deduction. Whether or not an expense is allowed will depend on the Resident's program or potential program. Please consult NHA's Admissions and Continued Occupancy Policy and Leased Housing Administrative Plan for Section 8 Programs for the specifics on when medical deductions are allowed for Public Housing Residents and Leased Housing Participants respectively.

acceptable level by a reasonable modification to other policies, practices, and procedures; or

- For assistance animals or emotional support animals only: allowing the Resident to keep the animal would impose an undue financial and administrative burden on NHA.

Tenant Obligations

For this section, "animal" means assistance animal, emotional support animal, or service animal. The animal owner will be responsible for proper animal care, good nutrition, grooming, exercise, flea control, routine veterinary care and yearly inoculations.

The animal owner is responsible for cleaning up after the animal inside the apartment and anywhere on development property. A "pooper scooper" and disposable plastic bags should be carried by owner. All waste will be bagged and disposed of in a receptacle determined by management. Toilets are not designed to handle animal litter. Under no circumstances should any animal debris be deposited in a toilet as blockages will occur. Residents will be responsible for the cost of repairs or replacement of any damaged toilets or pipes.

Animal blankets and bedding are not to be cleaned or washed in the laundry room for hygienic reasons.

The animal owner will keep the lease premises and any surrounding NHA property clean and free of animal odors, insect infestation, waste and litter and maintain the leased premises in a sanitary condition at all times.

The animal owner will restrain and prevent the animal from gnawing, chewing, scratching or otherwise defacing doors, walls, windows and floor coverings of the unit, other units and common areas, as well as shrubs and landscaping of the facility.

Animals are not to be tied outside or left unattended on a patio or porch. Residents must not alter their unit, patio, or other outside areas to create an enclosure for an animal.

Animals will be restrained at all times when outside the leased premises on NHA property. No animal shall be loose in hallways, elevators, community rooms, dining rooms or other common areas. All animal owners must be able to control their animals.

Animals will not be allowed to disturb the health, safety, rights, comfort or quiet enjoyment of other residents. An animal should not create a nuisance to neighbors with excessive barking, whining, chirping, or other unruly behavior.

Resident animal owners must provide litter boxes for cat waste which must be kept inside the owner's leased premises. Litter boxes shall be kept clean and odor free.

The resident is responsible for providing management with the following information and documents which are to be kept on file in the tenant's folder. The resident is responsible for keeping management informed of any change of information.

a) a color photo and identifying description of the animal;
b) attending veterinarian's name, address and telephone number;
c) veterinary certificates of spaying or neutering, rabies, distemper combination, parvovirus, feline VRC, feline leukemia testing and other inoculations when applicable;
d) dog licensing certificate in accordance with local and state laws;
e) two (2) alternate caretakers, their names, addresses and telephone numbers, who will assume immediate responsibility for the care of the animal should the owner become incapacitated; these caretakers must be verified in writing by signing the Lease Animal Rider acknowledging their responsibilities as specified;
f) emergency boarding accommodations;
g) temporary ownership (overnight or short term) shall be registered with NHA under the rules and regulations.

Management Responsibilities

For this section, "animal" means assistance animal, emotional support animal, or service animal. NHA shall post the rules and regulations of animal ownership and maintenance and enforcement, including any changes thereto, in the management office and shall inform all registered animal owners of any changes in such rules and regulations as approved by EOHLC and HUD.

Proper record keeping of: owner's and animal's pertinent information, apartment inspections, investigation of complaints, and issuing of warning, billing for damages, scheduling for repairs, etc.

All written complaints shall be referred to the Executive Director for resolution. No credence shall be given by the Executive Director to verbal or unsigned complaints. NHA

will also inform the resident of any other rule infractions and will duly notify the Executive Director for attempted resolution.

Upon second notice of a written legitimate complaint from the Executive Director to the resident, the resident shall be advised that a further notice shall be cause for termination of the Animal Rider provision; except that in the case of a serious problem, e.g. a vicious dog, this procedure may be shortened in the interest of public safety.

Liability of Animal Owner for Damage or Injury

For this section, "animal" means assistance animal, emotional support animal, or service animal. Animal owners are responsible for repairing or replacing damaged areas of the exterior, interior, doors, walls, floor coverings and fixtures in the unit, common areas or other areas damaged by tenant's animal.

Animal owners are responsible for cleaning, deodorizing and sanitizing carpeting and other floor coverings in the unit as necessitated by presence of animals.

Charges for damage will include materials and labor. Payment plans may be negotiated between management and the animal owner at the discretion of the Executive Director. Disputes concerning amount of damages are subject to the grievance procedures provided for in EOHLC and HUD regulations.

Animal owners are solely liable for any injuries caused by their animal. NHA maintains no liability for such injuries, and by signing the attached Animal Rider, the Resident agrees to hold NHA harmless for any injury caused by their animal.

Resolution of Complaints

For this section, "animal" means assistance animal, emotional support animal, or service animal. The Executive Director shall accept and attempt to resolve any complaints made concerning an animal by any resident of public housing. The Executive Director will be the first line of complaint receipt as well as complaint resolution. Written complaints will be made to the Executive Director who will approach the animal owner about such complaints and attempt to reach a resolution with the animal owner.

The Executive Director shall work on locating and using resources to help tenants and management in the solution of animal problems.

If the Executive Director fails to resolve a matter or if the animal owner or a complaining party is dissatisfied with the Executive Director's resolution the animal owner may file a grievance regarding an animal under the grievance procedure in effect for the development in which the animal is kept.

Protection of Animals

For this section, "animal" means assistance animal, emotional support animal, or service animal. Identification cards, carried in purse or wallet, naming veterinarian and caretaker should be with the animal owner at all times. In the event of a sudden illness or accident, attending authorities would notify NHA to assist the animal and avoid delay in proper care of the animal.

No animal is to remain unattended, without proper care, for more than 24 hours, except in the case of a dog which shall be no more than 12 hours.

If the health or safety of an animal is threatened by incapacity or death of the owner, NHA will contact the caretakers designated by the resident.

Removal of an Animal

For this section, "animal" means assistance animal, emotional support animal, or service animal. If caretakers are unable to assume responsibility for the animal and the resident is unable to locate alternates, NHA may enter the premises, remove the animal, and arrange for animal care for less than ten days to protect the animal. NHA may contact the Massachusetts Society for the Prevention of Cruelty to Animals or other suitable humane society for assistance in providing alternate arrangements for the care of the animal if the caretaker cannot be located.

Termination of Lease proceedings may be instituted if the animal owner is in violation of these guidelines, which the animal owner has agreed to abide by signing the Animal Rider attached to the lease. Termination of Lease proceedings may also be instituted, if the animal owner has been warned three times by the Executive Director.

Amendments

This Service Animal Policy may be amended from time to time as necessary.

PART B. PROCEDURES

PROCEDURE 1 – COMMUNICATION WITH APPLICANTS AND RESIDENTS

1. At the time of application, all applicants will be provided with the opportunity to request a reasonable accommodation/modification on the Common Housing Application for Massachusetts Public Housing (CHAMP), by written application, or, upon the applicant's request, in another equally effective format. The Notice to All Applicants and Residents: Reasonable Accommodations and Modifications are Available for Applicants and Residents with Mental and/or Physical Disabilities ("Notice") is attached to this Policy and Procedures as Attachment 1.

2. NHA residents/applicants/program participants seeking accommodations/modifications may contact the management office located at 21 Highland Circle, Suite 10, Needham, MA 02494, or call NHA's office at (781) 444-3011.

3. NHA is responsible for informing all residents that a request may be submitted for reasonable accommodations/modifications for an individual with a disability. All residents/applicants/program participants will be provided the Notice and the Request Form when requesting a reasonable accommodation/modification. *However, the Request Form cannot be required. A resident/applicant/program participant may otherwise submit, at any time, the request in writing, orally, or electronically to NHA staff.* Upon receiving the request, housing management and/or the Reasonable Accommodation Coordinator or Executive Director will confirm receipt of the request within ten (10) business days.

4. An Authorization is included as part of the Request Form. This Authorization allows NHA to communicate directly with the applicant/resident's medical professional. ***If the tenant/applicant does not want NHA to communicate with their medical professional, the applicant/resident can choose not to complete this Authorization***. Should the applicant/resident choose to fill out the Authorization, NHA invites you to also contact your medical professional to expedite the release of information from your medical professional to NHA. If the applicant/resident chooses not to complete the Authorization, only fill out the "Request for Reasonable Accommodation/Modification of Attachment 2, and NHA will contact you directly to acquire information from your medical professional.

5. If additional information or documentation is required, a written request should be issued to the resident/applicant/program participant by using the Request for Information or Verification Form ("Request for Information") (a copy of which is attached to this Policy and Procedures as Attachment 3) within ten (10) business days of receiving the request. If the resident/applicant has already filled out an authorization permitting NHA to request

medical verification from their medical provider, NHA will proceed to contact the provider to obtain the necessary information within ten (10) business days of receiving the request. NHA invites the resident/applicant to follow up with their medical provider as well to ensure the timely release of information. The Verification of Disability by Physician or Other Professional for Reasonable Accommodation/Modification Request form ("Verification for Reasonable Accommodation/Modification Request Form") is attached to this Policies and Procedures as Attachment 4).

6. NHA will approve or deny the request as soon as possible, but not later than thirty (30) days after receiving all the necessary information and documentation from the resident/applicant/program participant. All decisions to grant or deny reasonable accommodations/modifications will be communicated in writing or if required, in an alternative format to communicate the decision to the applicant/resident. Exceptions to the thirty (30) day period for notification of NHA's decision on the request should be provided to the resident/applicant/program participant in writing setting forth the reasons for the delay. A copy of the Letter Denying the Request for Reasonable Accommodation/Modification and the Letter Approving Request for Reasonable Accommodation/Modification is attached to this Policy and Procedure as Attachment 5 and Attachment 6, respectively.

7. NHA will maintain written materials which summarize this Policy and highlights the Procedures for making a request for reasonable accommodation/modification. These materials are available upon request.

PROCEDURE 2 – SEQUENCE FOR MAKING DECISIONS

STEP 1. Is the applicant/resident/program participant a qualified "individual with a disability?" This term is given the legal definition, as defined in Part A, Section 1.4 of the Policy.

(a) If NO, NHA is not obligated to make a reasonable accommodation/modification; therefore, NHA may deny the request.
(b) If YES, proceed to Step 2.
(c) If more information is needed, NHA will seek additional information as appropriate through the standard Request for Information letter, the standard Request for Meeting letter, and/or other equally effective methods of communication (a copy of the Request for Information Meeting letter is attached to this Policy and Procedures as Attachment 7).

STEP 2. Is the requested accommodation/modification related to the disability (i.e., is there a nexus between the requested accommodation and the requester's request)?

(a) If NO, NHA is not obliged to make the accommodation/modification; therefore, NHA may deny the request.
(b) If YES, proceed to Step 3.
(c) If more information is needed, NHA will seek additional information as appropriate through the standard Request for Information letter, the standard Request for Meeting letter, and/or other equally effective methods of communication.

STEP 3. If the requested accommodation reasonable? This determination will be made by following PROCEDURE 3 – GUIDELINES FOR DETERMINING REASONABLENESS below.

(a) If YES, NHA will approve the request for reasonable accommodation/modification. A written description of the accommodation/modification will be prepared and included in the Letter Approving Request for Reasonable Accommodation/Modification.
(b) If NO, NHA may deny the request, but NHA will offer an alternative accommodation. The denial will be submitted to the resident/applicant/program participant using the Letter Denying Request for Reasonable Accommodation/Modification.
(c) If more information is needed, NHA will seek additional information as appropriate through the standard Request for Information letter, the standard Request for Meeting letter, and/or other equally effective method of communication.

At any point during the three-step process, if the applicant/resident/program participant believes their request was improperly denied, they may, as part of the interactive process, renew their request or submit additional information to support their request. NHA will consider each renewed request or additional information on a case-by-case basis using the three-step process detailed above.

PROCEDURE 3 – GUIDELINES FOR DETERMINING REASONABLENESS

1. In accordance with Section 6.1 of the Policy, NHA will consider the requested method for providing reasonable accommodations/modifications for an individual with a disability. However, unless the disability-related need for an accommodation/modification is obvious or otherwise known to NHA, NHA may require the individual with a disability to provide further information to demonstrate the need for the requested accommodation to enable an equal opportunity to access, use, or enjoy the housing program of NHA programs, services, facilities, and activities. Additionally, NHA may offer equally effective alternatives to the

requested accommodation/modification, and/or alternative methods for providing the requested accommodation/modification through the interactive process.

2. Requests for reasonable accommodation/modification will be considered on a case-by-case basis. Decisions regarding reasonable accommodations/modifications will be made in compliance with all applicable laws, regulations, and requirements. Additionally, in those circumstances where NHA deems that a proposed reasonable accommodation/modification would fundamentally alter the service, program, or activity, or would result in undue financial and administrative burdens, NHA has the burden of proving such result(s) and proposing an alternative accommodation.

3. The responsibility for the decision that a proposed reasonable accommodation/ modification would result in such alteration or burdens shall rest with the Executive Director or his/her designee after considering all resources available for use in the funding and operation of the service, program, or activity, and must be accompanied by written statement of the reasons for reaching that conclusion. If an action would result in such alteration or such burdens, NHA shall propose alternative accommodation/modification that will not result in or require a fundamental alteration or financial and administrative burden as part of the interactive process.

4. Direct threat. Generally, an accommodation is not required if it would pose a "direct threat" to the health and safety of other individuals or would result in substantial physical damage to the property of others. NHA's assessment of "direct threat" will be individualized and based on reliable objective evidence (*e.g.,* current conduct, or a recent history of overt acts). In accordance with case law, NHA's assessment will consider: (1) the nature, duration, and severity of the risk of injury; (2) the probability that injury will actually occur; and (3) whether there are any reasonable accommodations that will eliminate the direct threat. In evaluating a recent history of overt acts, NHA will consider circumstances, such as intervening treatment or medication, that have eliminated the direct threat (*i.e.*, a significant risk of substantial harm).

5. Verification. NHA may generally verify a person has a disability only to the extent necessary to determine that the person: 1) is qualified for the housing for which they are applying; 2) is entitled to any disability-related preference or benefit they may claim; or 3) has a disability-related need for a requested accommodation/ modification in order to have an equal opportunity to enjoy the housing and/or participate in or benefit from NHA's activities, programs, or services.

   In response to reasonable accommodation/modification requests, NHA may not require verification of disability if the disability is obvious or otherwise known. However, NHA

may require verification for an obvious disability if NHA staff has never seen the requester in person (e.g. if an applicant claims to have a disability wherein, they require the use of a wheelchair, but they have never been to NHA property or met with NHA staff, NHA may request verification of such wheelchair usage). NHA also may not ask if the resident/applicant/program participant to specify what their disability is nor can NHA require specific details as to the severity or the conditions caused by the disability. NHA may require documentation of the disability-related need (i.e., information showing that there is a relationship, or nexus, between the requested accommodation/modification and the individual's disability or effects of the disability), unless such need is obvious or otherwise known. NHA may not otherwise inquire into the nature or severity of the disability, require access to confidential records, or require specific types of evidence of disability or disability-related need.

6. Confidentiality. Information provided to NHA in relation to a reasonable accommodation/modification request will be kept confidential pursuant to G.L. c. 66 § 10 and will not be shared with other persons unless they need the information to make or assess a decision to grant or deny a reasonable accommodation/modification request or unless disclosure is required by law.

7. Additional Procedures: Applicant Appeals and Tenant Grievances

   [For programs subject to 760 CMR 5.08(2) and/or 760 CMR 6.03 & 6.08] When NHA determines that an applicant may be disqualified for housing because of a lease violation at a prior tenancy or other disqualifying conduct, if the applicant shows that the lease violation or disqualifying conduct was due to a disability, then these facts shall be considered by NHA as mitigating circumstances pursuant to 760 CMR 5.08(2).

   Disability-related circumstances relating to a lease violation may also be presented by or on behalf of a resident with a disability as part of the grievance process pursuant to 760 CMR 6.03 & 6.08. For example, a tenant may demonstrate that a lease violation arose from a disability and that some circumstance has changed and/or some reasonable accommodation could be provided, making the conduct unlikely to recur. Such circumstances may also be presented separately through a reasonable accommodation request (e.g., a request to forego eviction) independent of the grievance process, wherein the tenant and NHA will engage in the interactive dialogue to address the tenant's request for accommodation.

ATTACHMENTS:

Attachment 1 – Notice to All Applicants and Residents: Reasonable Accommodations and Modifications are Available for Applicants and Residents with Mental and/or Physical Disabilities
Attachment 2 – Request for Reasonable Accommodations/Reasonable Modifications and Authorization
Attachment 3 – Request for Information or Verification
Attachment 4 – Verification of Disability by Physician or Other Professional for Reasonable Accommodation/Modification Request
Attachment 5 – Letter Denying Request for Reasonable Accommodation/Modification
Attachment 6 – Letter Approving Request for Reasonable Accommodation/Modification
Attachment 7 – Request for Meeting
Attachment 8 – Additional Program-Specific Requirements
Attachment 9 – Animal Rider

NEEDHAM HOUSING AUTHORITY

21 Highland Circle, Suite 10 • Needham, Massachusetts 02494
(781) 444-3011 • Fax: (781) 444-1089 • Email: office@needhamhousing.org

Attachment 1 - Notice of Availability of Reasonable Accommodations/Modifications

Notice to All Applicants and Residents: Reasonable Accommodations and Modifications are Available for Applicants and Residents with Mental and/or Physical Disabilities

The Needham Housing Authority ("NHA") does not discriminate against applicants or residents based on mental (including psychiatric) or physical disabilities. In addition, NHA has an obligation to provide "reasonable accommodations" and "reasonable modifications" on account of a disability if an applicant, resident, or a household member is limited by the disability and needs such accommodation or modification for their disabling condition. A reasonable accommodation is a change that NHA can make to its rules, policies, practices, or services. A reasonable modification is a change NHA can make to its facilities (including physical alterations to the leased premises, public area, or common use areas which are within NHA's control) that will assist an otherwise eligible person with a disability to have equal opportunity to use and enjoy the leased premises, common areas, or public use areas or to participate fully in NHA's programs, activities, or services. Such changes may not be reasonable if they are not financially, administratively, or programmatically feasible for NHA.

An applicant or resident household which has a member with a mental and/or physical disability must still be able to meet essential obligations of tenancy (for example, the household must be able to pay rent, care for the apartment, report required information to NHA, and to avoid disturbing neighbors), but an accommodation or modification may be the basis by which the household is able to meet the required obligations of tenancy.

NHA has a Reasonable Accommodation Coordinator. **If you are requesting an accommodation, please fill out the Request for Reasonable Accommodation and Authorization, and return the entire packet to NHA's Reasonable Accommodation Coordinator. NHA will then contact your medical professional if they require medical verification for your request. Should you choose to fill out the Authorization, NHA invites you to also contact your medical professional to expedite the release of information from your medical professional to NHA. If you would prefer to contact your medical professional independently, please only fill out the Request for Reasonable Accommodation, and NHA will contact you to acquire information from your medical professional.**

You may also submit your request by email, verbally, or on another form of your choosing. Upon request by NHA, you must also submit documentation verifying the existence of a disability and

the disability-related need for your requested accommodation or modification. Within thirty (30) calendar days of receipt of all necessary documentation, the Reasonable Accommodation Coordinator will contact you to discuss what NHA can reasonably do to provide you an accommodation or modification on account of your disability.

If you or a member of your household has a mental and/or physical disability and as a result, needs accommodation or modification, you, the household member, or an authorized representative, may request it at any time. However, you are not obligated to make such a request, and if you prefer not to do so, that is your right.

NEEDHAM HOUSING AUTHORITY

21 Highland Circle, Suite 10 • Needham, Massachusetts 02494
(781) 444-3011 • Fax: (781) 444-1089 • Email: office@needhamhousing.org

Attachment 2 - Request for Reasonable Accommodations/Modifications Form

Request for Reasonable Accommodations/Modifications

To: NHA Reasonable Accommodations Coordinator

Needham Housing Authority
21 Highland Circle, Suite 10
Needham, MA 02494

From: _____
Applicant or Resident Name (please print)

_____
Address

_____
Town/City, State, Zip

_____
Area Code and Telephone Number

_____
Email Address

1. On account of my disability, I am requesting the following reasonable accommodation or modification: (Describe)

_____
_____
_____
_____

2. This request for a reasonable accommodation/modification is necessary because:
   _____
   _____
   _____

3. If you have any additional information (including medical verification or other documents) you wish to provide, you may also use the space below or attach additional pages/documents if necessary:
   _____
   _____
   _____
   _____
   _____
   _____

I attest that the foregoing information is true and correct.

_____ _____
Signature of Applicant or Resident (or authorized representative) Date

AUTHORIZATION

Knowledgeable Professional (relevant physician(s), psychiatrist(s), licensed psychologist(s), licensed nurse practitioner(s), licensed social worker(s), rehabilitation professional(s), and/or non-medical service agency/agencies whose function is to provide services to the disabled):

I GIVE PERMISSION TO GIVE INFORMATION FROM:

Name _____
Title _____
Business or Medical Organization Address _____
Phone/Email _____

REGARDING:
Tenant, Household Member, or Applicant Name _____
Address _____
Phone/Email _____

I hereby authorize the service or medical provider named above to contact/respond to NHA to verify that the above referenced tenant, household member, or applicant has a disability and that said person needs the reasonable accommodation(s) requested. I agree to have NHA's Certification of Disability under the Fair Housing Act and other federal and state laws protecting the rights of disabled persons completed and signed by the relevant physician(s), psychiatrist(s), licensed psychologist(s), licensed nurse practitioner(s), licensed social worker(s), rehabilitation professional(s), and/or non-medical service agency/agencies whose function is to provide services for the disabled. (Note: this authorization is requested only if third-party verification is necessary because the disability and resulting need for accommodation are not self-evident). I understand that this information will be kept confidential and used only to make a decision about my reasonable accommodation request. I understand I may change my mind and notify the housing and service provider that I no longer give permission to discuss my request.

Signed: _____
(Adult resident with disability or guardian)

Print Name: _____

Date: _____

NEEDHAM HOUSING AUTHORITY

21 Highland Circle, Suite 10 • Needham, Massachusetts 02494
(781) 444-3011 • Fax: (781) 444-1089 • Email: office@needhamhousing.org

Attachment 3 – Request for Information or Verification

Date: _____

To: _____

Dear Applicant or Resident:

Needham Housing Authority ("NHA") has received your request for reasonable accommodation/modification, which was dated [XX/XX/XXXX] and received by NHA on or about [XX/XX/XXXX].

NHA needs to know more about [the disability-related need for your request] [explain issue, simply and clearly stated] before we can decide whether to approve your request.

NHA needs to know more because [provide reason, simple and clearly stated]. NHA is permitted to request reliable disability-related information that: (1) is necessary to verify that the person meets the Sec. 504, FHA, ADA, and the Act's definition of disability; (2) describes the needed accommodation; and (3) shows the relationship between the person's disability and the need for the requested accommodation.[7]

You can give us more information by providing the attached "Verification of Disability by Physician or Other Professional for Reasonable Accommodation/Modification Request" form or by providing other information which demonstrates the disability-related need for your request.

If you are unable to provide the attached form, please reach out to our office so that alternative methods of providing the information may be made available to you.

We will not make a decision on your request for reasonable accommodation/modification until we have this new information.

[7] See: Joint Statement of the Department of Housing and Urban Development and the Department of Justice: Reasonable Accommodations Under the fair Housing Act ("Joint Statement"), Answer to Question 18

If you think that you have previously provided this information, or if you have questions as to why this information is required, please call us at (781) 444-3011, or email us at office@needhamhousing.org.

[Signature and closing]

NEEDHAM HOUSING AUTHORITY

21 Highland Circle, Suite 10 • Needham, Massachusetts 02494
(781) 444-3011 • Fax: (781) 444-1089 • Email: office@needhamhousing.org

Attachment 4 – Verification for Reasonable Accommodation/Modification Request Form

Verification of Disability by Physician or Other Professional for Reasonable Accommodation/Modification Request

Name of Physician or other professional: _____

Profession: _____

Address: _____

Date: _____

Applicant/Resident Name: _____

Applicant/Resident Address: _____

I am duly licensed by the Commonwealth of Massachusetts to:

(a) Practice medicine in the Commonwealth and my license number is: _____; OR

(b) (alternate health care provider) _____ and my license number is _____; OR

(c) (alternate professional, such as licensed social worker) _____ and my license number is _____.

I am also certified in the following medical (or other) specialty/specialties (if any):

_____
_____
_____

The patient listed above has requested the following reasonable accommodation(s)/reasonable modification(s), which they indicated were necessary to provide them equal opportunity to use and enjoy NHA housing, programs, etc.:

_____

_____

_____

_____

THE FOLLOWING IS TO BE COMPLETED BY A PHYSICIAN (OR OTHER PROFESSIONAL):

1. Based upon your knowledge, does the above-named applicant/resident have a disability or disabilities, as defined below? Circle the appropriate answer:

   Yes / No

   Definition of Disability

   Please note that under federal and state fair housing law, an individual has a disability if that individual has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment.

   The term physical or mental impairment includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments; cerebral palsy; autism; epilepsy; muscular dystrophy; multiple sclerosis; cancer; heart disease; diabetes; Human Immunodeficiency Virus infection; mental or cognitive illnesses; emotional illnesses; addiction disorders in remission; learning disabilities; and the like… which substantially limits one or more major life activities.

2. In your professional opinion, as a direct result of this disability, will the accommodation described above alleviate or mitigate the Patient's substantial limitations, as described in Number 1 above, or will they otherwise assist the Patient in using and enjoying their home and appurtenant common facilities (if any)? If yes, please indicate how you believe the accommodation will assist the Patient in using and enjoying their home and appurtenant common facilities (if any).*

   _____

   _____

   _____

   _____

   *Note: please only provide information that demonstrates there is a relationship between a

disability verified by a "yes" response to question 1 above and the need for the proposed reasonable accommodation/modification. Please do not otherwise provide information as to the nature or severity of the disability.

3. Other comments (please do not provide information that is not directly relevant to the reasonable accommodation(s)/reasonable modification(s)):

   _____

   _____

4. In your professional opinion, as a direct result of this disability, does this individual need the accommodation(s)/modification(s) as described above to enjoy access to the programs of facilities of Needham Housing Authority ("NHA")? (please circle one):

   Yes No

5. In your professional opinion, is there another accommodation, other than the one described above, which would allow the Patient to enjoy access to the programs or facilities of NHA?

   Yes No

6. Please explain your answer to No. 5, without disclosing the nature or severity of the Patient's disability/disabilities.

   _____

   _____

   _____

CERTIFICATION: I certify that the information provided above represents my professional judgment and is true and correct to the best of my knowledge and belief.

_____ _____

Signature of Physician or Professional Date

Name: _____ Telephone #: _____

Address: _____

NEEDHAM HOUSING AUTHORITY

21 Highland Circle, Suite 10 • Needham, Massachusetts 02494
(781) 444-3011 • Fax: (781) 444-1089 • Email: office@needhamhousing.org

Attachment 5 – Letter Denying Request for Reasonable Accommodation/Modification

Date: _____
To: _____

Dear Applicant or Resident:

This correspondence shall serve as a formal response to your request for a reasonable accommodation, as requested on or about [date] and received by Needham Housing Authority ("NHA") on or about [date]. Please be advised that NHA has reviewed all the information provided, and NHA has denied your request for a reasonable accommodation[modification] for the following reasons: [list the legal reason (e.g., undue administrative and financial burden to the Needham Housing Authority) simply and clearly stated].

The relevant circumstances leading to this decision are as follows:

I. FACTS

[Summary of facts relevant to decision]

II. ANALYSIS

The review of a request for a "reasonable accommodation" is subject to, among other factors, a three-pronged analysis: 1) the person requesting the accommodation is a person with a disability as such terms is defined by law; 2) there must be a nexus between the requested accommodation and the disability; and 3) the requested accommodation must be reasonable. See *Boston Hous. Auth. v. Bridgewaters*, 452 Mass. 833, 847 (2009).

[If received medical verification:] On or about [date], NHA received correspondence dated [date] from [provider name] of [business name], which NHA understood to be support for your request for reasonable accommodation to [what their request was for, i.e., service animal, etc.]. The correspondence states,

[summary or verbatim description of letter]

1. NHA Finds You are Likely Disabled within the Legal Definition OR NHA is Unable to Determine Whether you are Disabled within the Legal Definition.

[Summary of case and statutory law re: disability]

For the purposes of this decision only, without waiving the right to contest the matter in any future administrative and/or judicial decisions, [whether find disabled or not and a description as to why/why not].

2. NHA Finds there is a Nexus Between your Stated Disabilities and the Requested Accommodation —OR— NHA is Unable to Determine if there is a Nexus Between your Stated Disabilities and the Requested Accommodation.

[Summary of case and statutory law re: nexus]

[Finding of nexus/no finding of nexus and why]

3. NHA Finds Your Request is Unreasonable Because [Reason Why].

[Summary of case and statutory law re: the specific reason why this is unreasonable]

[If the first two prongs were met, NHA must offer alternative accommodation]

III. CONCLUSION

For all the reasons stated above, NHA must, and properly does, **deny** your request for reasonable accommodation.

If you have additional information you would like to submit relative to the present request for reasonable accommodation, please feel free to provide it and our client would be pleased to review such materials. Likewise, if you would like to discuss this matter further, please contact o us at (781) 444-3011, or office@needhamhousing.org, as NHA is committed to engaging in the interactive process with you in relation to this request and for any further request you may have.

[Signature and closing]

NEEDHAM HOUSING AUTHORITY

21 Highland Circle, Suite 10 • Needham, Massachusetts 02494
(781) 444-3011 • Fax: (781) 444-1089 • Email: office@needhamhousing.org

Attachment 6 – Letter Approving Request for Reasonable Accommodation/Modification

Date: _____
To: _____

Dear Applicant or Resident:

This correspondence shall serve as a formal response to your request for a reasonable accommodation, as requested on or about [date] and received by Needham Housing Authority ("NHA") on or about [date]. Please be advised that NHA has reviewed all the information provided, and NHA has approved your request for a reasonable accommodation[modification].

The relevant circumstances leading to this decision are as follows:

I. FACTS

[Summary of facts relevant to decision]

II. ANALYSIS

The review of a request for a "reasonable accommodation" is subject to, among other factors, a three-pronged analysis: 1) the person requesting the accommodation is a person with a disability as such terms is defined by law; 2) there must be a nexus between the requested accommodation and the disability; and 3) the requested accommodation must be reasonable. See *Boston Hous. Auth. v. Bridgewaters*, 452 Mass. 833, 847 (2009).

[If received medical verification:] On or about [date], NHA received correspondence dated [date] from [provider name] of [business name], which NHA understood to be support for your request for reasonable accommodation to [what their request was for, i.e. service animal, etc.]. The correspondence states,

[summary or verbatim description of letter]

1. NHA Finds You are Likely Disabled within the Legal Definition.

[Summary of case and statutory law re: disability]

For the purposes of this decision only, without waiving the right to contest the matter in any future administrative and/or judicial decisions, NHA finds you are likely disabled within the legal definition, [reasons (i.e.- medical verification supports, etc.)].

2. NHA Finds there is a Nexus Between your Stated Disabilities and the Requested Accommodation.

[Summary of case and statutory law re: nexus]

[Finding of nexus and why]

3. NHA Finds Your Request is Reasonable.

[Summary of case and statutory law re: reasonableness]

[Any steps resident/applicant would need to take before full approval (for example, filling out CORI for PCA, etc.)]

III. CONCLUSION

For all the reasons stated above, NHA must, and properly does, **approve** your request for reasonable accommodation.

If you have additional information you would like to submit relative to the present request for reasonable accommodation, please feel free to provide it and our client would be pleased to review such materials. Likewise, if you would like to discuss this matter further, please contact us at (781) 444-3011, or office@needhamhousing.org, as NHA is committed to engaging in the interactive process with you in relation to this request and for any further request you may have.

[Signature and closing]

NEEDHAM HOUSING AUTHORITY

21 Highland Circle, Suite 10 • Needham, Massachusetts 02494
(781) 444-3011 • Fax: (781) 444-1089 • Email: office@needhamhousing.org

Attachment 7 – Request for Meeting

Date: _____
To: _____

Dear Applicant or Resident:

NHA has received your request for reasonable accommodation dated [xx/xx/xxxx] and received by NHA on or about [xx/xx/xxxx]. Pursuant to such request, NHA is requesting to hold a meeting with you. You are entitled to bring someone to assist you at the meeting.

We would like to meet on [date, time, place] [include remote meeting and telephonic meeting options as an alternative to an in-person meeting]. If this time does not work for you, please contact us at (781) 444-3011 or office@needhamhousing.org, and we can find a mutually agreeable date and time.

This meeting will be held to address [describe the issue, simply and clearly (example "This meeting will be held to address NHA's need for medical verification necessary to process your request" or "This meeting will be held so NHA may better understand the accommodation you are seeking"].

Please come ready to talk to us about the accommodation you requested. Please bring copies of any information that you would like to provide us. If you have not done so already, please also bring a doctor's note verifying your disability-related need for such accommodation.

We look forward to meeting with you.

If you have any questions, or if you need any accommodations for this meeting (such as a request for this meeting to be held virtually), please contact (781) 444-3011 or office@needhamhousing.org.

[Signature and closing]

Attachment 8

Animal Rider

This Animal Rider to the lease between _____ of
(Resident)

_____ and the Needham Housing Authority is made a
(Address)
part of the lease entered between the parties on _____.
(Date)

1. Both parties have read, agreed to, and signed the attached Service and Emotional Support Animal Policy in effect.

2. The resident will keep their service animal in a responsible manner and provide proper care for it as provided in said Policy.

3. In accordance with the Policy, the resident will provide the name, address and telephone number, in the space provided below, of two animal caretakers who by signing this form will assume responsibility for the animal should the resident become unable to care for the animal, including any damages or medical expenses, and/or otherwise passes away. Resident will also provide the name, address and telephone number of the veterinarian responsible for the animal's health care.

Animal Caretaker #1

Name: _____
Address: _____
Telephone: _____ Cell phone: _____
Signature: _____

Animal Caretaker #2

Name: _____
Address: _____
Telephone: _____ Cell phone: _____
Signature: _____

Veterinarian

Name: _____
Address: _____
Telephone: _____

4. If resident is unable to provide the name of an animal caretaker they will provide details of other arrangements which have been made for the proper care of the animal.

5. The animal owner agrees to abide by each rule enumerated in the Policy as outlined above, attached hereto and incorporated by reference, and further agrees to abide by any decision of the Executive Director should a complaint arise. Said hearing by the Executive Director shall satisfy the hearing requirement for any disputes arising on lease provisions.

6. Non-compliance with the decision of the Executive Director shall be sufficient cause for termination of the residential lease to which this rider is attached.

7. It is the animal owner's responsibility to update the information listed in item #3, as needed.

8. Animal owners are solely liable for any injuries to person(s), animals, or property caused by their animal. NHA maintains no liability for such injuries, and by signing this Animal Rider, to the extent permitted by law, the Resident will indemnify, defend, and hold harmless NHA, NHA employees, or NHA contractors from all claims, actions, liabilities, injuries, demands, settlements, judgments, damages, fines, penalties, and expenses (including, but not limited to, attorney's fees) arising out of or relating to actions by the Resident's animal.

_____ _____
Tenant Date

_____ _____
Needham Housing Representative Date

Date Approved by the NHA Board of Commissioners: October 15, 2026

Signature of Chair: _____, **Chair**