U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, D.C. 20410-1000

OFFICE OF THE ASSISTANT SECRETARY FOR
LEGISLATION AND CONGRESSIONAL RELATIONS

1991

Honorable Jim Cooper
Member, United States
House of Representatives
Post Office Box 2025
Morristown, Tennessee 37816

Dear Mr. Cooper:

Thank you for your December 20, 1990, letter on behalf of Mary Osborne. She and her family are tenants of the Jefferson City Housing Authority.

Ms. Osborne contacted you because the Authority told her she must get rid of her son's cat or move out. Her son is disabled; he is mentally retarded and has cerebral palsy. His physical ability to play with children his age is limited. He relies on his cat, Rambo, for companionship.

The HUD Knoxville Office called the Authority about the situation. We understand there was a grievance hearing December 14, 1990. A decision was postponed pending the submission of briefs from the attorneys for both parties.

Generally, public housing agencies (PHAs), such as the Jefferson City Housing Authority, determine many of their policies on the day-to-day operation of their housing projects. While one of the areas for local determination is pet-ownership, the 1983 Housing and Urban-Rural Recovery Act limits PHA authority. Section 227 permits pet-ownership in federally-assisted projects for the elderly or handicapped. Nevertheless, PHAs still may establish policies prohibiting pet-ownership in family housing.

However, there is another Federal law which also limits a PHA's prohibition of pet-ownership in family housing projects. The Fair Housing Amendments Act states it is unlawful for a person to refuse:

> "to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a handicapped person equal opportunity to use and enjoy a dwelling."

Such a refusal to make reasonable accommodations may be a violation of Title VIII of the Civil Rights Act of 1968.

It is the Department's position that "reasonable accommodations" includes allowing pet ownership where a pet is necessary for a handicapped or disabled person to have an equal opportunity to use and enjoy his or her dwelling. The refusal of a housing agency or landlord to allow a pet in such circumstances may be a failure to make reasonable accommodations and, thus, a violation of Title VIII.

It may be possible that Rambo is necessary for Johnny Martin to have an "equal opportunity to use and enjoy [his] dwelling." Generally, this is determined by the Authority, after reviewing the various documents and opinions submitted on the matter. We understand the Authority may be reconsidering its position.

We are asking the HUD Knoxville Office to inform the Jefferson City Housing Authority of our position on the possible applicability of the Fair Housing Amendments Act and Title VIII of the Civil Rights Act of 1968.

Very sincerely yours,

for James L. Byrnes

Timothy L. Coyle
Assistant Secretary

AGREED DETERMINATION OF FORMAL GRIEVANCE HEARING

JEFFERSON CITY HOUSING AUTHORITY,

Complainant,

VS.

YANCY AND MARY OSBORNE,

Tenants.

This matter came on for a formal grievance hearing before Tom O. Wall, Jr., Attorney, (hereinafter referred to as "HEARING OFFICER") by agreement of the parties, on December 14, 1990; upon the Notice of Eviction by the Authority for keeping a pet in a no-pet area; and, the response thereto by Yancy and Mary Osborne, that their son, John Osborne, who lives with them, is handicapped and needs the pet to aid him with his handicap, and that an eviction would violate Section 504 of the Rehabilitation Act 29 USC Section 794, et seq. The Hearing Officer finds that:

1. After the proof was submitted by the Tenants, the Housing Authority agreed that the proof showed that John Osborne was indeed mentally handicapped and had become attached to his pet cat, Rambo, in such a way that the cat is a great help in his overcoming his handicap, as attested to by Mrs. Osborne, Dr. Ben

Grainger, Social Worker, Debbie Carter, Social Worker, and Jackie Lee, a Licensed Practical Nurse.

2. The Housing Authority agrees that the Tenants may keep the aforesaid cat and that it will take no further steps to evict them for keeping said cat. The Tenants likewise agree that they will abide by all rules of the Housing Authority which relate to the keeping of pets, including, but not limited to, making the appropriate damage deposit and signing an addendum to their lease.

It is, therefore, the conclusion of the Hearing Officer that the parties have agreed that the Tenants may keep their pet cat, Rambo.

This the 26th day of March, 1991.

Tom O. Wall

Tom O. Wall, Hearing Officer

Terry D. Tucker

Terry D. Tucker, Attorney for
Jefferson City Housing Authority

Martha Lionberger

Martha Lionberger, Attorney for
Yancy and Mary Osborne