



*City of Clawson*

425 N. Main Street / Clawson, Michigan 48017  
(248) 435-4500 FAX (248) 435-0515

**APPLICATION  
SENIOR CITIZEN HOUSING**

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

Legal Residence Past 5 Years:

\_\_\_\_\_  
\_\_\_\_\_

OWN

RENT

Birthdate: \_\_\_\_\_

Phone Number: (H) \_\_\_\_\_

(C) \_\_\_\_\_

14 Units - 1 Bedroom  
1 Unit - Efficiency

**RECEIPT#:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**\$25.00 NON-REFUNDABLE APPLICATION FEE**

To be submitted with application.



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**CITY OF CLAWSON  
RENSHAW APARTMENTS  
121 RENSRAW**

**HOUSING POLICIES**

**PREAMBLE**

These policies are in part, adopted to remind residents that the Renshaw Apartments are intended to be utilized by senior citizens who expect that in general, their residential environment will be utilized to be compatible with their age and station in life recognizing in general the needs, requirements and expectations of the senior citizen in general life style, health requirements and expectations. The tranquility that is expected of this facility is different than that of many other senior citizen locations. Therefore, each resident is expected to follow this philosophy.

The City of Clawson policy and practice regarding the availability of low cost housing at 121 Renshaw is as follows:

1. The units are offered to applicants over the age of 60.  
(CM 01-020-04) 01/06/04.
2. Each apartment is intended as a private resident of that tenant and while visitors or family may on occasion stay overnight, it is the expectation such visitors will also abide by the rules and regulations and expectations of this unique living environment. Overall, the tranquility of this facility is to be recognized and emphasized.
3. There is no supervised care offered by the City of Clawson to any tenant. Any applicant or resident must be able to maintain the leased portion of the premises and be able to live independently either with or without adaptive devices or aids. However, any person applying for or renting at 121 Renshaw who requires the continuous assistance of another on a twenty-four (24) hour basis may be required to show that that person is still qualified to reside as a tenant.

4. All applicants must have been a Clawson resident for 5 years preceding the date of their application for residency at 121 Renshaw. In the event all current applicants have declined an offer to occupy a vacant apartment, the five (5) year residency requirement will be waived: Any Clawson resident age 60 or over will be eligible to occupy the vacant apartment. Occupancy will be granted on a first-come first-served basis. (CM 05-100-02) 05/07/02.
5. Applications must be accompanied by a check or money order in the amount of \$25 payable to the City of Clawson. This is a non-refundable deposit. (CM 05-100-02) 05/07/02.
6. Occupancy at 121 Renshaw is on a first come basis. When a vacancy occurs in the building, that unit is offered to the first person on the list maintained by the City Clerk.
  - a. If a person offered a vacancy, declines for any reason to lease that unit, the unit will be offered to the next person on the list and the name of the person declining the lease will be placed last on the list of those seeking an apartment.
  - b. The loss of the opportunity to lease a unit will occur if after 7 days, the person notified fails to sign a lease for the unit offered to them.
  - c. Persons presently leasing a unit in the building may arrange to change units with another tenant, provided notification is given to the City Clerk. \*
7. Any person, who for health reasons, is required to locate to a first floor unit that becomes available, may do so only after a physician's statement is provided indicating that the health of that person could be jeopardized or materially affected if that person is not placed in a first floor unit. The City of Clawson has the right to request an independent medical examination at its own expense. Should the applicant refuse such an examination, that may be a basis for refusing the unit to that applicant.
  - a. If an applicant is on the list awaiting a first floor unit, has a physicians statement as required herein; the party with a physicians statement and having priority on the list shall have first selection of an available first floor unit.
8. Upon request, applicants shall be given a copy of this policy.
9. To ensure fairness in the selection policy, there shall be no exceptions from this policy unless a provision is determined to be in violation of some state or federal law.

10. In the Renshaw Housing, there exists a no pet policy. On June 2, 2009 the Service and Therapy/Emotional Support Animal Policy was approved – the City of Clawson is committed to reasonably accommodate persons with disabilities who require the assistance of service or therapy/emotional support animals (See Service and Therapy/Emotional Support Animal Policy).
11. Any tenant having a dispute with another tenant of the Renshaw Apartments is first advised to discuss and attempt their own resolution of the dispute. In the event that the dispute is not resolved, the particular issue shall be mediated through the office of the city attorney whose status shall be one of impartiality regarding the particular matter referred to mediation. This process shall be confidential and involve only the participants. None of the information discussed in the mediation may be used outside of that process. If the matter is not settled by mediation with the city attorney, the disputants shall then have their dispute resolved by the Oakland Mediation Center or by the process of arbitration, in which event the expenses of that process for the mediator or arbitrator shall be shared equally between them.

In the event that a tenant's actions have been found to disrupt the tranquility of the complex and fail to cease after the determination of such disruption – the city maintains the right to cease the lease agreements and may start the eviction process as outlined in the State of Michigan guidelines.

\* Paragraph 6 C of the 121 Renshaw Housing Policies was interpreted by the City Clerk and the City Attorney to mean that two existing tenants who have full intentions of continuing their lease, may exchange apartments. This paragraph is not applicable when a tenant is vacating his unit.



**Service and Therapy/Emotional Support Animal Policy  
Renshaw Apartments  
121 Renshaw  
Clawson, MI 48017**

**I. Introduction**

There is a no-pet policy in the Renshaw Apartments. However Renshaw Apartments and the City of Clawson are committed to reasonably accommodate persons with disabilities who require the assistance of service or therapy/emotional support animals. These animals are recognized as a reasonable accommodation under law. If a tenant or prospective tenant of the Renshaw Apartments requires a service or therapy/emotional support animal to ameliorate the symptoms of a disability, he or she should request a reasonable accommodation in the manner described in this policy. The burden is on the individual making the request to establish that the service or therapy/emotional support animal is necessary in order to use and enjoy the Renshaw Apartments. Thus, it is incumbent upon the individual requesting reasonable accommodation to demonstrate a relationship between his or her ability to function and the companionship of the animal. Renshaw Apartments and the City of Clawson are also mindful of the health and safety concerns of the entire community at the Renshaw Apartments. Thus, the need of the individual requesting a reasonable accommodation must be balanced with the potential impact of animals on other residents. This policy reflects rules and guidelines for the management and residents of the Renshaw Apartments to assist them in meeting the needs of all residents as well as service and therapy/emotional support animals. This policy is to be used, and not abused, by tenants, prospective tenants and management to ensure the health, happiness and peaceful coexistence of all involved.

**II. Definitions**

- a. "Disability" is defined as a physical or mental condition or impairment that is medically cognizable, diagnosable, and substantially limits one or more of a person's major life activities. These limitations may include: caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, working and learning. A person is substantially limited in major life activities if the individual is unable to perform the activity, or is significantly restricted as to the manner in which he or she can perform that activity when compared to the average person.

- b. "Service animal" means any animal trained to do work or perform tasks for the benefit of an individual with a disability. These tasks include, but are not limited to guiding individuals with impaired vision, alerting individuals who are hearing impaired to intruders or sound, providing minimal protection or rescue work, pulling a wheelchair or fetching dropped items.
- c. "Therapy/emotional support animal" means an animal selected to play an integral part of a person's treatment process that demonstrates a good temperament and reliable, predictable behavior. A therapy/emotional support animal is prescribed to an individual with a disability by a healthcare or mental health professional. A therapy/emotional support animal is not a service animal. Unlike a service animal, a therapy/emotional support animal does not assist a person with a disability with activities of daily living, nor does it accompany a person with a disability at all times. However, a therapy/emotional support animal may be incorporated into a treatment process to assist in alleviating the symptoms of that individual's disability. This treatment occurs within the person's residence and therefore may be considered for access to the Renshaw Apartments.
- d. "Pet" means an animal kept for ordinary use and companionship. A pet is not considered a service animal or a therapy/emotional support animal, and therefore it is not covered by this policy. Pets are not permitted in the Renshaw Apartments.

### **III. Requesting Reasonable Accommodation**

Service and therapy/emotional support animals may not reside in the Renshaw Apartments without express, written approval of the management. Such requests for reasonable accommodation will be processed in the manner described below.

- a. A person requesting permission to maintain a service or therapy/emotional support animal on the premises of the Renshaw Apartments must provide management with appropriate documentation when he or she applies for residency at the Renshaw Apartments or at least upon completion of the lease agreement. Animals will not be permitted to reside at the Renshaw Apartments if this condition of reasonable advanced notice is not fulfilled in a timely manner.
- b. Documentation includes a signed letter, on professional letterhead, from the individual's physical or mental healthcare licensed provider or therapist. The provider or therapist should be familiar with the professional literature concerning the assistive and/or therapeutic benefits of assistance animals for people with disabilities. A completed copy of the "Certification of Therapy/Emotional Support Animal" form should also be provided if the animal is certified by a certification agency or organization. At a minimum, the letter should include the following items:

- i. The provider's diagnosis of the individual's condition.
  - ii. The provider's professional opinion that the condition qualifies as a disability under federal law, including the major life activity which is substantially impaired by the disability.
  - iii. The provider's opinion that the service or therapy/emotional support animal has been prescribed for treatment purposes and is necessary to help ameliorate symptoms associated with the person's condition and/or to help the person use and enjoy the Renshaw Apartments.
  - iv. The provider's description of the service(s) that the animal will provide.
  - v. Any additional rationale or statement the management may reasonably need to understand the basis for the professional opinion.
- c. The management will review documentation and if it is determined a qualifying disability exists, this policy will be carefully reviewed with the applicant and the attached Lease Rider for Service and Therapy/Emotional Support Animals will be completed and signed by the applicant and the management.
  - d. The City of Clawson and the Renshaw Apartments reserve the right to request additional clarification or documentation of the applicant's disability including an independent examination of the applicant by a qualified professional at the City's expense.
  - e. Service and therapy/emotional support animals will be permitted to reside at the Renshaw Apartments only after a Lease Rider for Service and Therapy/Emotional Support Animals has been completed and signed by both parties and attached to the Lease.

#### **IV. Tenant Responsibilities**

- a. Service and therapy/emotional support animals must comply with all state and local licensure and vaccination requirements.
- b. The owner of the service and therapy/emotional support animal is responsible for cleaning up after the animal inside the apartment and anywhere on the development property. A means of cleaning up after the animal shall be carried by the owner at all times. All wastes will be bagged and disposed of in a receptacle determined by management. Under no circumstances should any pet debris be deposited in a toilet as blockages will occur.
- c. Animal blankets and bedding are not to be cleaned or washed in any common area or laundry room at the Renshaw Apartments.
- d. The owner of the service and therapy/emotional support animal shall keep his or her unit clean and free of pet odors, insect infestation, waste and litter and maintain the unit in a sanitary condition at all times.

- e. The owner of the service and therapy/emotional support animal shall prevent the animal from gnawing, chewing, scratching or otherwise defacing doors, walls, windows and floor covering of the unit, other units and common areas, as well as any landscaping of the Renshaw Apartments.
- f. Service and therapy/emotional support animals are not to be tied outside or left unattended outside the owner's unit at any time.
- g. The premises shall not be altered in any way to create an enclosure for the service or therapy/emotional support animal.
- h. Service and therapy/emotional support animals shall be restrained at all times when outside the owner's unit on development property. No service or therapy/emotional support animal shall be allowed to run loose in hallways, elevators, community rooms, dining rooms or other common areas.
- i. Service and therapy/emotional support animals will not be permitted to disturb the health, safety, rights, comfort or quiet enjoyment of other tenants. A service or therapy/emotional support animal shall not create a nuisance to neighbors with barking, whining, chirping or any other unruly behavior.
- j. Owners of service and therapy/emotional support animals will agree to quarterly inspections to be sure that service and therapy/emotional support animals and units are being cared for properly. These inspections may be reduced or increased at the manager's discretion.
- k. The owner of a service or therapy/emotional support animal must provide management with the following information and documents, which will be kept on in the tenant's file:
  - i. A color photo and identifying description of the service or therapy/emotional support animal.
  - ii. Attending veterinarian's name, address and telephone number.
  - iii. Veterinary certificates of spaying or neutering, rabies, distemper combination, parvo virus, feline VRC, feline leukemia testing and other inoculations when applicable.
  - iv. Dog and cat licensing certificates in accordance with local and state law.
  - v. Two (2) alternate caretakers, their names, address and telephone numbers, who will assume immediate responsibility for the care of the service or therapy/emotional support animal should the owner become incapacitated. These caretakers must be verified in writing by signing the Lease Rider for Service and Therapy/Emotional Support Animals, acknowledging their responsibilities as specified.
  - vi. Emergency boarding accommodations.
  - vii. Temporary ownership (overnight or short term) shall be registered with management under this policy.
- l. The tenant is responsible for keeping management informed of any change of information.



- m. The owner of the service or therapy/emotional support animal is financially responsible for any and all damage caused by the animal be it to property owned by the Renshaw Apartments, property owned by other tenants of the Renshaw Apartments or physical injury to any individual.
- n. No more than one (1) service or therapy/emotional support animal shall be permitted per unit at the Renshaw Apartments.
- o. The owner shall also be responsible for all expenses incurred in emergency boarding accommodations.

## **V. Management Responsibilities**

- a. Specific instructions for disposal of animal waste and kitty litter shall be posted.
- b. This policy shall be posted and enforced in a fair and just manner.
- c. Proper record keeping of the tenant's and the service or therapy/emotional support animal's pertinent information, security deposit, apartment inspections, investigation of complaints, and issuing of warnings, billing for damages, scheduling for repairs, etc.

## **VI. Liability**

- a. The owner of the service or therapy/emotional support animal is fully liable for all destruction of property.
- b. The owner of the service or therapy/emotional support animal is fully liable for injuries caused by the animal to third parties.
- c. A fee, in graduating amounts, not to exceed \$10, shall be collected from the owner of a service or therapy/emotional support animal for failure to clean up after his or her animal.
- d. It is strongly recommended that a tenant who has a service or therapy/emotional support animal secure personal liability or other insurance and indemnify the property management against animal-related litigation or attorney's fees.

## **VII. Dispute Resolution Process**

- a. Written complaints shall be referred to the management. No credence shall be given by the management to verbal or unsigned complaints. Management will inform the tenant who owns the service or therapy/emotional support animal of any rule infractions and will duly attempt to resolve the issue.
- b. Upon the third written notice of a legitimate complaint to the management regarding the service or therapy/emotional support animal, the tenant who owns the animal shall be advised that a further notice shall be cause for termination of the Lease Rider provisions; except that in the case of a serious problem (i.e. a vicious animal), this procedure may be shortened in the interest of public safety.

- c. In the event that a dispute cannot be resolved by the management, the dispute shall be mediated at the Oakland Mediation Center.
- d. In the event that mediation has taken place, a party shall have the right to appeal to the City Council.

**VIII. Removal of Service or Therapy/Emotional Support Animal; Revocation of Lease Rider**

- a. In the event that the owner of the service or therapy/emotional support animal violates the terms of this policy, the following action may be taken by management:
  - i. The pet rider may be revoked if the owner of the service or therapy/emotional support animal has been warned three times by the management for valid written complaints or for violation of this policy.
  - ii. Termination of Lease proceedings may be instituted if the owner of the lease rider had been revoked and the owner of the service or therapy/emotional support animal continues to maintain an animal on the premises.
- b. If the designated caretakers named on the lease rider are unable or unwilling to assume responsibility for the animal and the owner is unable to locate an alternate, the management may enter the premises, remove the animal and arrange for care for no less than ten days to protect the animal. Funds for such care will come from the owner's security deposit. The management may contact local humane society or animal control facility for assistance in providing alternate arrangements for the care of the animal if the caretaker cannot be located.

**IX. Acknowledgment of receipt**

Dated: \_\_\_\_\_  
 Tenant

Dated: \_\_\_\_\_  
 Landlord

**Service/Therapy/Emotional Support Animal Rider**  
**Renshaw Apartments**  
**121 Renshaw**  
**Clawson, MI 48017**

This service and therapy/emotional support animal pet rider to the lease agreement between RENSHAW APARTMENTS and tenant \_\_\_\_\_ is made part of the lease agreement entered into between the parties on \_\_\_\_\_ (date).

1. Both parties have read, agreed to and signed the attached **Service and Therapy/Emotional Support Animal Policy** for the Renshaw Apartments.
2. The tenant will keep his or her service or therapy/emotional support animal in a responsible manner and provide proper care for it as provided in said **Service and Therapy/Emotional Support Animal Policy**.
3. In accordance with the **Service and Therapy/Emotional Support Animal Policy**, the tenant will provide the name, address and telephone number, in the space provided below, of two caretakers who by signing this form will assume responsibility for the animal should the tenant become unable to care for it, including any damages or medical expenses. The tenant will also provide the name, address and telephone number of the veterinarian responsible for the animal's health care.

PET CARETAKER #1

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_

PET CARETAKER #2

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_

VETERINARIAN

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_

4. If the tenant is unable to provide the name of a pet caretaker, he or she will provide details of other arrangements which have been made for the proper care of the animal.

5. The owner of the animal agrees to abide by each rule enumerated in the **Service and Therapy/Emotional Support Animal Policy** as outlined above, attached hereto, and the terms of which are incorporated herein by reference.
6. Noncompliance shall be sufficient cause for revocation of this lease rider and/or termination of the tenant's lease to which this rider is attached.
7. It is the tenant's responsibility to update the information listed on Item 3.

By signing this document, the undersigned acknowledges that he or she has read and understands its terms. He or she voluntarily consents to its terms, provisions and conditions and understands that the terms of this Service/Therapy/Emotional Support Animal Lease Rider cannot be changed, amended or modified except through a written document, which has been signed by both parties.

Dated:

\_\_\_\_\_  
Tenant

Dated:

\_\_\_\_\_  
Landlord

**Sample Letter from a Service Provider – should be on the Professional’s letter head:**

[Date]

[Name of Professional] (therapist, physician, psychiatrist, rehabilitation counselor)

[Road]

[City, State, Zip]

Dear [manager of facility]:

[Full name of prospective tenant] is my patient, and has been under my care since [date]. I am familiar with his/her history and with the functional limitations imposed by his/her disability. He/she meets the definition of disability under the Americans with Disabilities Act, the Fair Housing Act and the Rehabilitation Act of 1973 because he/she has been diagnosed as suffering from [X] which substantially limits the following major life activities:

Due to the [X] disorder, [first name of prospective tenant] has certain limitations regarding [social interaction/coping with stress/anxiety, etc.]. In order to help alleviate these difficulties, and to enhance his/her ability to live independently and to fully use and enjoy the [name of facility], I am prescribing an animal that will assist [first name of prospective tenant] in coping with his/her disability. It is anticipated that the animal will assist [first name of prospective tenant] in the following manner:

I am familiar with the professional literature concerning the assistive and/or therapeutic benefits of assistance animals for people with disabilities such as that experienced by [first name of prospective tenant]. Upon request, I will share citations to relevant studies, and would be happy to answer other questions you may have concerning my recommendation that [full name of prospective tenant] have a therapy animal. Should you have additional questions, please do not hesitate to contact me.

Sincerely,

[Name of Professional]