

Chapter 10

PET POLICY – ELDERLY/DISABLED PROJECTS [24 CFR Part 5, Subpart C]

INTRODUCTION

PHAs have discretion to decide whether or not to develop policies pertaining to the keeping of pets in public housing units. This Chapter explains the PHA's policies on the keeping of pets and any criteria or standards pertaining to the policy for elderly/disabled projects. The rules adopted are reasonably related to the legitimate interest of this PHA to provide a decent, safe and sanitary living environment for all tenants, to protecting and preserving the physical condition of the property, and the financial interest of the PHA.

The purpose of this policy is to establish the PHA's policy and procedures for ownership of pets in elderly and disabled units and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. It also establishes reasonable rules governing the keeping of common household pets.

Nothing in this policy or the dwelling lease limits or impairs the right of persons with disabilities to own animals that are used to assist them.

ANIMALS THAT ASSIST PERSONS WITH DISABILITIES

Pet rules will not be applied to animals that assist persons with disabilities. To be excluded from the pet policy, the resident/pet owner must certify:

- That there is a person with disabilities in the household;
- That the animal has been trained to assist with the specified disability.

A. MANAGEMENT APPROVAL OF PETS

All pets must be approved in advance by the PHA management.

The pet owner must submit and enter into a Pet Agreement with the PHA.

Registration of Pets

Pets must be registered with the PHA before they are brought onto the premises. Registration includes certificate signed by a licensed veterinarian or State/local authority that the pet has received all inoculations required by State or local law, and that the pet has no communicable disease(s) and is pest-free.

Dogs and cats must be spayed or neutered.

Execution of a Pet Agreement with the PHA stating that the tenant acknowledges complete responsibility for the care and cleaning of the pet will be required.

Approval for the keeping of a pet shall not be extended pending the completion of these requirements.

Refusal to Register Pets

The PHA may not refuse to register a pet based on the determination that the pet owner is financially unable to care for the pet. If the PHA refuses to register a pet, a written notification will be sent to the pet owner stating the reason for denial and shall be served in accordance with HUD Notice requirements.

The PHA will refuse to register a pet if:

The pet is not a *common household pet* as defined in this policy;

Keeping the pet would violate any House Pet Rules;

The pet owner fails to provide complete pet registration information, or fails to update the registration annually;

The PHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

The notice of refusal may be combined with a notice of a pet violation.

A resident who cares for another resident's pet must notify the PHA and agree to abide by all of the pet rules in writing.

B. STANDARDS FOR PETS

If an approved pet gives birth to a litter, the resident must remove all pets from the premises except one.

Pet rules will not be applied to animals that assist persons with disabilities.

Persons with Disabilities

To be excluded from the pet policy, the resident/pet owner must certify:

**That there is a person with disabilities in the household;
That the animal has been trained to assist with the specified disability; and
That the animal actually assists the person with the disability.**

Types of Pets Allowed

No types of pets other than the following may be kept by a resident.

Tenants are not permitted to have more than one *type* of pet.

1. Dogs

Maximum number: One

Maximum adult weight: 25 pounds

Must be housebroken

Must be spayed or neutered

Must have all required inoculations

Must be licensed as specified now or in the future by State law and local ordinance

2. Cats

Maximum number: One

Must be declawed

Must be spayed or neutered

Must have all required inoculations

Must be trained to use a litter box or other waste receptacle

Must be licensed as specified now or in the future by State law or local ordinance

3. Birds

Maximum number: Two

Must be enclosed in a cage at all times

4. Fish

Maximum aquarium size: 20 gallons

Must be maintained on an approved stand

5. Rodents (Rabbit, guinea pig, hamster, or gerbil ONLY)

Maximum number: Two

Must be enclosed in an acceptable cage at all times

Must have any or all inoculations as specified now or in the future by State law or local ordinance

6. Turtles

Maximum number: Two

Must be enclosed in an acceptable cage or container at all times

C. PETS TEMPORARILY ON THE PREMISES

Pets that are not owned by a tenant will not be allowed.

Residents are prohibited from feeding or harboring stray animals.

D. DESIGNATION OF PET/NO-PET AREAS

The following areas are designated no-pet areas: interior common area

E. ADDITIONAL FEES AND DEPOSITS FOR PETS

The resident shall be required to pay a refundable deposit for the purpose of defraying all reasonable costs directly attributable to the presence of a dog or cat.

A payment of \$100 on or prior to the date the pet is properly registered and brought into the apartment, and;

The PHA reserves the right to change or increase the required deposit by amendment to these rules.

The PHA will refund the Pet Deposit to the tenant, less any damage caused by the pet to the dwelling unit, upon removal of the pet or the owner from the unit.

The PHA will return the Pet Deposit to the former tenant or to the person designated by the former tenant in the event of the former tenant's incapacitation or death.

The PHA will provide the tenant or designee identified above with a written list of any charges against the pet deposit. If the tenant disagrees with the amount charged to the pet deposit, the PHA will provide a meeting to discuss the charges.

All reasonable expenses incurred by the PHA as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the resident, including:

The cost of repairs and replacements to the resident's dwelling unit;

Fumigation of the dwelling unit;

Common areas of the project.

Pet Deposits are not a part of rent payable by the resident.

F. ALTERATIONS TO UNIT

Residents shall not alter their unit, patio, premises or common areas to create an enclosure for any animal. Installation of pet doors is prohibited.

G. PET WASTE REMOVAL CHARGE

A separate pet waste removal charge of \$25 per occurrence will be assessed against the resident for violations of the pet policy.

Pet deposit and pet waste removal charges are not part of rent payable by the resident.

All reasonable expenses incurred by the PHA as the result of damages directly attributable to the presence of the pet will be the responsibility of the resident, including:

The cost of repairs and replacements to the dwelling unit;

Fumigation of the dwelling unit.

If the tenant is in occupancy when such costs occur, the tenant shall be billed for such costs as a current charge.

If such expenses occur as the result of a move-out inspection, they will be deducted from the pet deposit. The resident will be billed for any amount that exceeds the pet deposit.

The pet deposit will be refunded when the resident moves out or no longer has a pet on the premises, whichever occurs first.

The expense of flea deinfestation shall be the responsibility of the resident.

H. PET AREA RESTRICTIONS

Pets must be maintained within the resident's unit. When outside of the unit (within the building or on the grounds) dogs and cats must be kept on a leash or carried and under the control of the resident or other responsible individual at all times.

Pets are not permitted in common areas including lobbies, community rooms and laundry areas except for those common areas which are entrances to and exits from the building.

An area of the development grounds has been designated as the area in which to exercise animals and to permit dogs to relieve themselves of bodily wastes. This area includes designated walk areas identified in pet agreement.

Residents are not permitted to exercise pets or permit pets to deposit waste on project premises outside of the areas designated for such purposes.

I. NOISE

Residents must agree to control the noise of pets so that such noise does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of their housing unit or premises. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

J. CLEANLINESS REQUIREMENTS

Litter Box Requirements. All animal waste or the litter from litter boxes shall be picked up immediately by the pet owner, disposed of in sealed plastic trash bags, and placed in a trash bin.

Litter shall not be disposed of by being flushed through a toilet.

Litter boxes shall be stored inside the resident's dwelling unit.

Removal of Waste from Other Locations. The Resident/Pet Owner shall be responsible for the removal of waste from the exercise area by placing it in a sealed plastic bag and disposing of it in an outside trash bin.

The resident/pet owner shall take adequate precautions to eliminate any pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.

K. PET CARE

No pet (excluding fish) shall be left unattended in any apartment for a period in excess of 12 hours.

All residents shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet.

Residents must recognize that other residents may have chemical sensitivities or allergies related to pets, or may be easily frightened or disoriented by animals. Residents must agree to exercise courtesy with respect to other residents.

L. RESPONSIBLE PARTIES

The resident/pet owner will be required to designate two responsible parties for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet.

Resident must notify manager in writing for each absence and provide the name and telephone for person(s) caring for the pet.

M. INSPECTIONS

The PHA may, after reasonable notice to the tenant during reasonable hours, enter and inspect the premises, in addition to other inspections allowed.

N. PET RULE VIOLATION NOTICE

If a determination is made on objective facts supported by written statements, that a resident/pet owner has violated the Pet Rule Policy, written notice will be served.

The Notice will contain a brief statement of the factual basis for the determination and the pet rule(s) that were violated. The notice will also state:

That the resident/pet owner has **14** days from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation;

That the resident pet owner is entitled to be accompanied by another person of his or her choice at the meeting; and

That the resident/pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to terminate the pet owner's tenancy.

If the pet owner requests a meeting within the 7 day period, the meeting will be scheduled no later than 3 calendar days before the effective date of service of the notice, unless the pet owner agrees to a later date in writing.

O. NOTICE FOR PET REMOVAL

If the resident/pet owner and the PHA are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by the PHA, the PHA may serve notice to remove the pet.

The Notice shall contain:

A brief statement of the factual basis for the PHA's determination of the Pet Rule that has been violated;

The requirement that the resident /pet owner must remove the pet within **14** days of the notice; and

A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures.

P. TERMINATION OF TENANCY

The PHA may initiate procedures for termination of tenancy based on a pet rule violation if:

The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified; and

The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease.

Q. PET REMOVAL

If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the Responsible Party designated by the resident/pet owner. Includes pets who are poorly cared for or have been left unattended for over **12** hours.

If the responsible party is unwilling or unable to care for the pet, or if the PHA after reasonable efforts cannot contact the responsible party, the PHA may contact the appropriate State or local agency and request the removal of the pet.

If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

R. EMERGENCIES

The PHA will take all necessary steps to insure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are referred to the appropriate State or local entity authorized to remove such animals.

If it is necessary for the PHA to place the pet in a shelter facility, the cost will be the responsibility of the tenant/pet owner.

Reserved