

Chapter 10

PET POLICY

[24 CFR Part 5, Subpart C] and [24 CFR Part 960, Subpart G]

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 policies. 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 residents assume full responsibility and liability for the pet and agree to hold the Angola Housing Authority harmless from any claims caused by an action or inaction of the pet or pet owner.

The purpose of this policy is to establish the PHA's policy and procedures for ownership of pets 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. Common household pets are those traditionally kept in the home for pleasure rather than commercial purposes, such as domesticated dog, cat, bird, or fish.

Residents will comply with the dwelling lease, which requires that no animals or pets of any kind are permitted on the premises without prior written approval of the PHA. This does not apply to animals that are used to assist persons with disabilities.

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
- That the animal actually assists the person with the disability.

As of September 2010, the United States Americans with Disabilities Act has redefined a service animal as “any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including, sensory, psychiatric, intellectual, or other mental disability. This revised definition excludes all comfort animals, which are pets that owners keep

Angola Housing Authority, Phone: (260) 665-9741, Website: <http://www.angolahousing.org/> with them for emotional reasons. (For example, the owner may feel calmer when he or she is near the pet.) Unlike a service animal, a comfort animal is not trained to perform specific, measurable tasks directly related to the person's 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

PHAs may require registration of the pet with the PHA [24 CFR 960.707(b)(5)].

PHA Policy

Pets must be registered with the PHA **before** they are brought onto the premises.

Registration includes documentation 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. This registration must be renewed annually and will be coordinated with the annual reexamination date.

Pets will not be approved to reside in a unit until completion of the registration requirements.

Residents found to have brought pets into their units before registration of the pet will not be allowed to register the pet, and will be in violation of their lease.

ALL pets must be registered with the PHA before they are brought onto the premises. Dog and cat registration includes a certificate signed by a licensed veterinarian or State/local authority that the pet has received all inoculations required by State or local law. Each pet owner must provide two color photographs of their pet(s). Each owner must display a "Pet Here" sticker, provided by the PHA, which will be displayed at all times where designated by the PHA. All dogs and cats must wear a tag bearing the resident's name and phone number and latest date of inoculation.

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Registration must be renewed and will be coordinated with the annual recertification date and proof of license and inoculation will be submitted at least 30 days prior to annual reexamination.

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

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:

Residents are found to have brought pets into their units before registration of the pet;

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.

Tenants are allowed to only have one cat or one dog, not one of each.

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

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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 - must be registered with the PHA

Maximum number: two

Must be enclosed in a cage at all times

4. Aquarium Fish – must be registered with the PHA

B. PETS TEMPORARILY ON THE PREMISES

Pets that are not owned by a tenant will not be allowed. Visiting pets are prohibited; no guests or visitors may bring pets on to the property.

Residents are prohibited from feeding or harboring any stray animals.

This rule excludes visiting pet programs sponsored by a humane society or other non-profit organization and approved by the PHA.

C. FEES AND DEPOSITS FOR PETS

The resident/pet owner shall be required to pay a refundable deposit of \$250.00 for the purpose of defraying all reasonable costs directly attributable to the presence of a *dog or cat*. Due on or prior to the date the pet is properly registered and brought onto the property. The PHA will accept payments toward the pet deposit, *but the pet will not be permitted in the unit or on the property until the pet deposit is paid in full.*

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 or other Housing Property, 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.

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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 but not limited to: the cost of repairs and replacements to the resident's dwelling unit; fumigation of the dwelling unit; common areas of the project.

If the tenant is in occupancy when such costs occur, the tenants shall be billed for such costs as a current charge. If expenses occur as the result of a move-out inspection, they will be deducted from the pet deposit. Pet Deposits are not a part of rent payable by the resident.

D. ALTERATIONS TO UNIT

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

E. 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. No pet shall be tied up or left unattended on the outside of building(s) at anytime on the Public Housing property.

The pet owner shall physically control or confine the pet during the times when PHA employees, agents of the PHA or other authorized individuals must enter the apartment to conduct authorized business, services, or lease enforcement.

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. The following areas are also no-pet areas: Playgrounds, Management Offices, Public Rest Rooms, Public Garden and Patio Areas and Recreation Centers.

F. NOISE

Pet owners 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. After three incidents of disturbing other residents the pet will be removed from the property permanently.

G. CLEANLINESS REQUIREMENTS

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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 designated 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.

H. PET CARE

No pet (excluding fish) shall be left unattended in any apartment for a period in excess of 10 hours. All residents/pet owners shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet. This includes, but not limited to protection of the pet from fleas and ticks.

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

I. RESPONSIBLE PARTIES

The resident/pet owner will be required to designate a responsible party 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.

J. INSPECTIONS

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

K. PET RULE VIOLATION NOTICE

The authorization for a common household pet may be revoked at any time (subject to the Housing Authorities grievance procedure), if the pet becomes destructive or a nuisance to others, or if the tenant fails to comply with this policy. Any violation of the pet policy three (3) times in any twelve (12) month period will result in permanent removal of the pet and/or the tenant will be subject to lease termination.

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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 seven 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.

L. 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 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 seven days of the notice; (unless for a threat to health and safety, removal within 24 hours of notice);

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

M. 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.

N. 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. This includes pets that are poorly cared for or have been left unattended for over 10 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.

O. 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.