

MONAHANS HOUSING AUTHORITY PET OWNERSHIP POLICY

(Revised 6/14/2016)

A. EXEMPTIONS

These rules do not apply to assistance animals needed by a person with a documented disability who has a disability-related reason for needing an animal. For these individuals, the Monahans Housing Authority (hereinafter "Housing Authority") may require documentation from a qualified medical practitioner with respect to:

1. Verification that the person making the request is a person with a disability;
2. Verification that the animal is needed by a person with a disability because of the person's disability;
3. Verification that the animal owned by the individual with a disability will meet the need identified;
4. Verification that someone in the household is able to care for the animal or that alternative arrangements that will not impair the animal's health or safety have been made;
5. Verification that the animal is currently on any and all required inoculations and that the animal, if a cat or dog, has been neutered or spayed.

B. PET RULES

The following rules shall apply for the keeping of pets by Residents living in the units operated by the Housing Authority.

1. "Common household pets", as authorized by this policy, means domesticated animals, such as cats, dogs, fish, birds, rodents (including rabbits), and turtles, that are traditionally kept in the home for pleasure rather than for commercial purposes;
2. At any one time, each Resident family will be allowed to house only one (1) warm blooded animal, one ten (10) gallon fish tank, or one cage containing up to two (2) birds;
3. Visiting guests with pets (other than assistance animals to assist visitors with disabilities) will not be allowed;
4. Each Resident family will register their pet with the Housing Authority BEFORE the pet is brought onto the Housing Authority premises, and will update the registration annually at the re-examination of family income. The registration must include (*Appendix 1*):

- a. A photo of the pet and information sufficient to identify the pet and to demonstrate that it is a common household pet;
 - b. A certificate signed by a licensed veterinarian or a state or local authority empowered to inoculate animals stating that the pet has received all inoculations required by applicable state and local law and, in the case of cats and dogs, that they have been neutered or spayed.
 - c. The name, address, and telephone number of one or more responsible parties who will care for the pet if the pet owner dies, is incapacitated, or is otherwise unable to care for the pet.
 - d. A statement indicating that the pet owner has read the pet rules and agrees to comply with them (*Appendix 2*):
 - e. The Housing Authority may refuse to register a pet if:
 - 1) The pet is not a common household pet;
 - 2) The keeping of the pet would violate any applicable house pet rule;
 - 3) The pet owner fails to provide complete pet registration and/or inoculation information;
 - 4) The pet owner fails to annually update the pet registration;
 - 5) The Housing Authority reasonably determines, based on the pet owner's habits and practices and the pet's temperament, that the pet owner will be unable to keep the pet in compliance with the pet rules and other legal obligations;
 - 6) Financial ability to care for the pet will not be a reason for the Housing Authority to refuse to register a pet.
 - f. The Housing Authority will notify the pet owner if the Housing Authority refuses to register a pet. The notice will:
 - 1) State the reason(s) for refusing to register the pet;
 - 2) Be served on the pet owner in accordance with procedure outlined in paragraph C1 of this policy; and
 - 3) Be combined with a notice of a pet rule violation if appropriate.
5. Cats and dogs shall be limited to small breeds whose total weight shall not exceed thirty-five (35) pounds and total height shall not exceed eighteen (18) inches. The size limit does not apply to assistance animals.

6. No chows, pit bulls, German police dogs, or any other known fighter breed will be allowed on the premises.
7. A **nonrefundable** fee of \$200.00 per pet shall be paid to the Housing Authority. Such fee will be a one-time **nonrefundable** fee (one fee per pet or, in the case of birds, one fee covers up to 2 birds; a fish tank will be considered as one pet) and shall be used to help cover cost of damages to the unit caused by the pet.
8. Pets shall be quartered in the pet owner's unit.
9. Dogs and cats shall be kept on a leash and controlled by a responsible individual when taken outside.
10. Pet owner shall clean up after each pet each time the animal eliminates.
11. No dog houses or fencing will be allowed on MHA premises.
12. Any applicable city ordinances concerning pets must be complied with.
13. Pets shall be removed from the premises when their conduct or condition is duly determined to constitute a nuisance or a threat to the health and safety of the pet owner and/or other occupants of the Housing Authority in accordance with paragraph C3 below.
14. Birds must be kept in regular bird cages and must not be allowed to fly throughout the unit.
15. Dishes or containers for food and water must be located within the pet owner's apartment. Food and/or table scraps, must not be deposited on the pet owner's porches or yards.
16. Residents must not feed or water stray or wild animals.
17. Pets will not be allowed on or in specified common areas (under clotheslines, in social rooms, offices, maintenance spaces, playgrounds, etc.).
18. Each Resident family will be responsible for the noise and/or odor caused by their pet. Obnoxious odors can cause health problems and will not be tolerated.

C. PET VIOLATION PROCEDURE

1. **NOTICE OF PET RULE VIOLATION (Appendix 3):** When the Housing Authority determines, on the basis of objective facts supported by written statements, that a pet owner has violated one or more of these rules governing the owning or keeping of pets, the Housing Authority will serve notice.

- a. The notice will be served:
 - 1) By letter by first class mail, properly stamped and addressed, to the pet owner at the leased dwelling unit, with a proper return address;
 - 2) In person to any adult answering the door at the pet owner's leased dwelling unit; or
 - 3) If no adult responds, by placing the notice under or through the door, if possible, or by attaching the notice to the door.

- b. The notice must contain:
 - 1) A brief statement of the factual basis for the determination and the pet rule(s) alleged to be violated;
 - 2) A statement that the pet owner has ten (10) days from the effective date of service of notice to correct the violation including, in appropriate circumstances, removal of the pet, or to make a written request for a meeting to discuss the violation;
 - 3) A statement that the pet owner is entitled to be accompanied by another person of his or her choice at the meeting;
 - 4) A statement that the pet owner's failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in initiation of procedures to terminate the pet owner's lease.

- c. The effective date of service is the day that the notice is delivered or mailed, or in the case of service by posting on the door, the day the notice is posted.

2. **PET RULE VIOLATION MEETING:** If the pet owner makes a timely request for a meeting to discuss an alleged pet rule violation, the Housing Authority shall establish a mutually agreeable time and place for the meeting to be held within fifteen (15) days from the effective date of service of the notice of pet rule violation (unless the Housing Authority agrees to a later date).

- a. The Housing Authority and the pet owner shall discuss any alleged pet rule violation and attempt to correct it and reach an agreeable understanding.

- b. The Housing Authority may, as a result of the meeting, give the pet owner additional time to correct the violation.

- c. Whatever decision or agreements, if any, that are made will be reduced to writing, signed by both parties, with one copy given to the pet owner and one copy placed in the Housing Authority's Resident file.

3. **NOTICE OF PET REMOVAL:** If the pet owner and the Housing Authority are unable to resolve the pet rule violation at the pet rule violation meeting, or if the Housing Authority determines that the pet owner has failed to correct the pet rule violation within any additional time provided for this purpose under paragraph C1 above, the Housing Authority will serve the pet owner with a notice requiring the pet owner to remove the pet. This notice must:
 - a. Contain a brief statement of the factual basis for the determination and the pet rule or rules that have been violated;
 - b. State that the pet owner must remove the pet within ten (10) days of the effective date of service of notice of pet removal (or ten days after the meeting if the notice is served at the meeting);
 - c. State that the failure to remove the pet may result in initiation of procedures to terminate the pet owner's residency.

4. **INITIATION OF PROCEDURE TO TERMINATE PET OWNER'S RESIDENCY:** The Housing Authority will not initiate procedure to terminate a pet owner's residency based on a pet rule violation unless:
 - a. The pet owner has failed to remove the pet or correct the pet rule violation within the applicable time period specified in paragraph 3b above;
 - b. The pet rule violation is sufficient to begin procedures to terminate the pet owner's residency under the terms of the lease and application regulations;
 - c. Provisions of the Resident's lease regarding termination of lease will apply in all cases.

D. PROTECTION OF THE PET

If the health or safety of a 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, the Housing Authority may do one of the following:

1. Contact the responsible party or parties listed on the pet registration form and ask that they assume responsibility for the pet;
2. If the responsible party or parties are unwilling or unable to care for the pet or cannot be reached despite reasonable efforts, the Housing Authority will contact the appropriate state or local animal control authority, humane society, or designated agent of such authority and request removal of the pet;
3. If there is no state or local authority (or designated agent of such an authority) authorized to remove a pet under these circumstances, the Housing Authority will enter the pet owner's unit, remove the pet, and place the pet in a facility that will provide care and shelter until the pet owner or a representative of the

pet owner is able to assume responsibility for the pet, but not longer than 30 days. The cost of the animal care facility provided under this section shall be borne by the pet owner. If the pet owner (or the pet owner's estate) is unable or unwilling to pay, the cost of the animal care facility may be paid from the pet deposit.

E. NUISANCE OR THREAT TO HEALTH OR SAFETY

Nothing in this policy prohibits the Housing Authority or the appropriate city authority from requiring the removal of any pet from the Housing Authority property if the pet's conduct or condition is duly determined to constitute, under the provisions of state or local law, a nuisance or a threat to the health and/or safety of other occupants of the Housing Authority property or of other persons in the community where the Housing Authority is located.

F. APPLICATION OF RULES

1. Pet owner will be responsible for and liable for any and all bodily harm to other residents or individuals, and any and all liable for any and all destruction of personal property belonging to others caused by owner's pet will be the moral and financial obligation of the pet owner.
2. All pet rules apply to resident and/or resident's guests.

**Appendix 1
Pet Agreement**

1. Management considers the keeping of pets as a serious responsibility and as a risk to each resident in the Housing Authority's properties. If the pet owner does not properly control and care for a pet, the pet owner will be held liable if the pet causes any damages or disturbs other residents.
2. **Conditional Authorization for Pet.** Resident may keep the pet that is described below in the apartment until their dwelling lease is terminated. Management may terminate this authorization sooner if resident's right of occupancy is lawfully terminated or if resident or resident's pet, resident's guests, or any member of resident's household violate any of the rules contained in the Housing Authority's Pet Policy or this Agreement.
3. **Pet Fee.** The Pet Fee will be \$200.00 per pet. The pet fee is a one-time, non-refundable charge.
 - a. If, at any time in the future, this pet is replaced by another animal, another one-time, non-refundable fee will be charged for that animal.
 - b. This fee will be used to pay reasonable expenses directly attributable to the presence of the pet in the complex including, but not limited to, the cost of repairs to and fumigation of the apartment.
4. **Liability Not Limited.** The fee under this Pet Agreement does not limit resident's liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries.
5. **Description of Pet.** You may keep only one pet as described below. The pet may not exceed eighteen (18) inches in height and/or thirty five (35) pounds in weight. You may not substitute other pets for this one without amending this agreement.

Pet's Name _____ Type _____

Breed _____ Color _____ Weight _____ Age _____

Housebroken? _____ City of License _____ License No. _____

Date of last Rabies shot _____

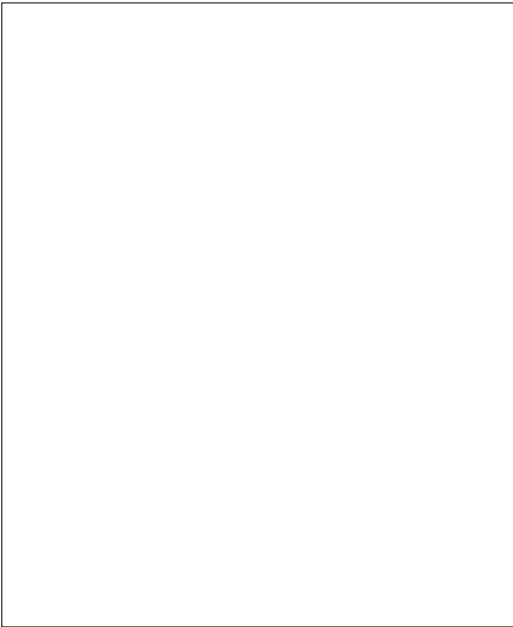
Name, address and phone number of person able to care for pet in case of resident's permanent or temporary inability to care for animals

Name _____

Address _____ Phone _____

**Appendix 2
Pet Policy Certification**

Attach Photo



By _____

Title _____

Housing Authority of City of

Resident _____

Resident _____

Resident _____

I have read, fully understand and will abide by the rules and regulations contained in the Housing Authority Pet Policy and in this Pet Agreement.

**Appendix 3
Pet Policy Rules Violation Notice**

DATE:	
TIME: (IF DELIVERED)	A.M. / P.M.

TO:

NAME OF RESIDENT:	
STREET ADDRESS:	
CITY, STATE, ZIP CODE	
PET NAME OR TYPE:	

This notice hereby informs you of the following rules violation:

Factual basis for determination of violation:

As pet owner you have ten (10) calendar days from the date shown on this notice (the date the notice is delivered or mailed) in which to correct the violation or make a written request for a meeting to discuss the violation.

As pet owner you are entitled to be accompanied by another person of your choice at the meeting.

Failure to correct the violation, to request a meeting, or to appear at the requested meeting may result in initiation of procedures to terminate your tenancy.

Executive Director