

PET POLICY

EXCLUSIONS

SERVICE AND ASSISTANCE ANIMAL EXCLUSION

This policy does not apply to animals used to assist persons with disabilities. Service and assistance animals are allowed in all public housing facilities. Residents must ensure service and assistance animals do not pose a direct threat to the health or safety of others or cause substantial physical damage to the development, dwelling unit, or property of other residents.

For an animal to be excluded from the pet policy and be considered a service animal, the person seeking to use and live with the animal must have a disability; and the person seeking to use and live with the animal must have a disability-related need for the service or assistance the animal provides.

For an animal to be excluded from the pet policy and be considered an assistance animal, there must be a person with disabilities in the household, and the family must request a reasonable accommodations request.

To show that a requested accommodation may be necessary, there must be an identifiable relationship, or nexus, between the requested accommodation and the person's disability.

The PHA will verify the existence of the disability and the need for the accommodation—if either is not readily apparent. Accordingly, persons seeking a reasonable accommodation for an emotional support animal will be required to provide documentation from a physician, psychiatrist, social worker, or another mental health professional that the animal provides support that alleviates at least one of the identified symptoms or effects the current disability.

In addition, the PHA is not required to provide any reasonable accommodation that would pose a direct threat to the health or safety of others. Thus, if the particular animal requested by the individual with a disability has a history of dangerous behavior, we will not accept the animal into our housing. Moreover, we are not required to make a reasonable accommodation if the presence of the assistance animal would (1) result in substantial physical damage to the property of others unless the threat can be eliminated or significantly reduced by a reasonable accommodation; (2) pose an undue financial and administrative burden; or (3) fundamentally alter the nature of the provider's operations.

PETS IN PUBLIC HOUSING

The PHA allows for pet ownership in its developments with the written pre-approval of the Housing Authority. Residents are responsible for any damage caused by their pets, including the cost of fumigating or cleaning their units. In exchange for this right, the resident assumes full

responsibility and liability for the pet and agrees to hold the PHA harmless from any claims caused by any action or inaction of the pet.

APPROVAL

Residents must have the prior written approval of the Housing Authority before moving a pet into their unit. Residents must request permission on the Authorization for Pet Ownership Form, which must be fully completed before the Housing Authority will approve the request. Residents must give the Housing Authority a picture of the pet so it can be identified if it is running loose.

TYPES AND NUMBER OF PETS

The PHA will allow only common household pets. This means only domesticated animals such as dogs, cats, or fish in aquariums will be allowed in units without written permission.

Common household pets do not include reptiles. If this definition conflicts with a state or local law or regulation, the state or local law or regulation shall govern.

All dogs and cats must be spayed or neutered before they become six months old. A licensed veterinarian must verify this fact.

Only one four-legged, warm-blooded animal (i.e., dog, cat, etc.) is allowed per unit. Such animals shall not exceed 18 inches in height and 25 pounds in weight at maturity.

Animals referenced under Prohibited Animals are not permitted even if they meet the weight and height criteria.

In the case of fish, residents may keep no more than can be maintained safely and healthily in a tank holding up to 10 gallons. Such a tank or aquarium will be counted as one pet.

Any animal deemed to be potentially harmful to the health or safety of others, including attack or fight trained dogs, will not be allowed.

PROHIBITED ANIMALS:

Many animals do not meet the definition of a common household pet, and management reserves the sole right to decide regarding any such animal listed under this section. The following includes but is not limited to animals considered to be of a vicious and attacking nature or animals otherwise not traditionally kept in the home for pleasure and therefore will not be permitted on the premises of the PHA:

1. Any animal whose adult weight will exceed 25 pounds.
2. Dogs such as Pit Bulls, Rottweilers, Doberman Pinchers, German Shepherds, Bull Dogs, or

breeds not permitted under state or local law or code.

3. Reptiles such as snakes, alligators, lizards, iguanas, chameleons, etc.

4. Farm animals such as chickens, pigs, cows, mules, horses, etc.

5. Wild animals such as lions, leopards, bears, tigers, wolves, etc.

6. Ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites

INOCULATIONS

To be registered, pets must be appropriately inoculated against rabies, distemper, and other conditions prescribed by state and local ordinances. They must comply with all other state and local public health, animal control, and anti-cruelty laws, including any licensing requirements. A certification signed by a licensed veterinarian or state or local official shall be annually filed with the PHA to attest to the injections.

PET DEPOSIT

A pet deposit of \$200.00 is required when registering a pet. The deposit is nonrefundable when the pet or the family vacates the unit, less any amounts owed due to damage beyond normal wear and tear. A separate deposit is required for each pet.

FINANCIAL OBLIGATION OF RESIDENTS

Any resident who owns or keeps a pet in their dwelling unit will be required to pay for any damages caused by the pet. Also, any pet-related insect infestation in the pet owner's unit will be the pet owner's financial responsibility, and the PHA reserves the right to exterminate and charge the resident.

NUISANCE OR THREAT TO HEALTH OR SAFETY

The pet and its living quarters must be maintained to prevent odors and any other unsanitary conditions in the owner's unit and surrounding areas.

Repeated substantiated complaints by neighbors or PHA personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance may result in the owner having to remove the pet or move him/herself.

Pets who make noise continuously and/or incessantly for 10 minutes or intermittently for one-half hour or more to the disturbance of any person at any time of day or night shall be considered a nuisance.

REGISTRATION

All pets must be registered at the following events:

Initial occupancy of tenant or pet

At annual reexamination

At a change in pet status

Registration forms are attached to this policy as Appendix one.

DESIGNATION OF PET AREAS

Pets must be kept in the owner's apartment or on a leash when outside the unit (no outdoor cages may be constructed). Pets will be allowed only in designated areas on the property's grounds if the PHA designates a pet area for the particular site. Pet owners must clean up after their pets and are responsible for disposing of pet waste.

Except for assistive or support animals, no pets shall be allowed in the community room, kitchen, laundry rooms, public bathrooms, lobby, or office in any of our sites.

To accommodate residents who have medically certified allergic or phobic reactions to dogs, cats, or other pets, those pets may be barred from certain wings (or floors) in our development(s)/building(s). This shall be implemented based on demand for this service.

MISCELLANEOUS RULES

Pets may not be left unattended in a dwelling unit for over 8 hours. If the pet is left alone and no arrangements have been made for its care, the HA will have the right to enter the premises and take the uncared-for pet to be boarded at a local animal care facility at the total expense of the resident.

Pet bedding shall not be washed in any common laundry facilities.

Residents must take appropriate actions to protect their pets from fleas and ticks.

All dogs must wear a tag bearing the resident's name and phone number and the date of the latest rabies vaccination.

Pets cannot be kept, bred, or used for any commercial purpose.

Residents owning cats shall maintain waterproof litter boxes for cat waste. Refuse from litter boxes shall not accumulate or become unsightly or unsanitary. Litter shall be disposed of appropriately.

A pet owner shall physically control or confine their pet during the times when Housing Authority employees, agents of the Housing Authority, or others must enter the pet owner's apartment to conduct business, provide services, enforce lease terms, etc.

Suppose a pet causes harm to any person. In that case, the pet's owner shall be required to permanently remove the pet from the Housing Authority's property within 24 hours of written notice from the Housing Authority. The pet owner may also be subject to termination of their dwelling lease.

A pet owner who violates any other conditions of this policy may be required to remove their pet from the development within ten calendar days of written notice from the Housing Authority. The pet owner may also be subject to termination of their dwelling lease.

The Housing Authority's grievance procedures shall apply to all individual grievances or disputes arising out of violations or alleged violations of this policy.

VISITING PETS

Visiting pets are not permissible.

RESPONSIBLE PERSON

A "Responsible Person" is any family member at least 18 years of age with the physical stamina and mental alertness to keep the pet under control and must be:

1. Familiar with the pet's temperament, disposition, and behavior patterns.
2. Aware of and willing to abide by the pet rules and lease provisions.
3. Able and willing to provide proper nourishment, medical attention, and general good care and treatment of the pet.

REMOVAL OF PETS

The PHA, or an appropriate community authority, shall require the removal of any pet from a project if the pet's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the project or of other persons in the community where the project is located.

In the event of illness or death of a pet owner, or in the case of an emergency which would prevent the pet owner from adequately caring for the pet, the PHA has permission to call the emergency caregiver designated by the resident or the local Pet Law Enforcement Agency to take the pet and care for it until family or friends would claim the pet and assume responsibility for it. Any expenses incurred will be the responsibility of the pet owner.

APPENDIX 1

PET REGISTRATION FORM

Appendix 1 Pet Agreement

1. Management considers the keeping of pets a severe responsibility and risk to each resident in the apartment. If you do not adequately control and care for a pet, you will be held liable if it causes any damage or disturbs other residents.
2. **Conditional Authorization for Pet.** You may keep the pet described below in the apartment until Dwelling Lease is terminated. Management may terminate this authorization sooner if your right of occupancy is lawfully terminated or if your pet, your guests, or any member of your household violate any of the rules contained in XYZ's Pet Policy or this Agreement.
3. **Pet Fee.** The Pet Fee will be \$200 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 fee may be charged for that animal.
 - b. This fee will be used to pay reasonable expenses directly attributable to the pet's presence 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 the resident's liability for property damages, cleaning, deodorization, de-fleaing, 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 Twenty five (25) 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 _____

Attach Photo

Appendix 2
Pet Policy Certification

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

By _____

Title _____

Housing Authority of the City of INSERT YOUR PHA NAME.

Resident

Resident _____

Resident _____

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 at this moment informs you of the violation of the following rules:

The factual basis for determination of violation:

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

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

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

Executive Director

APPENDIX 4

LETTERS REQUESTING REASONABLE ACCOMMODATION AND VERIFICATION *Sample of Letter to Request Reasonable Accommodation*

[DATE]

[NAME OF BUILDING MANAGER]
[ADDRESS]

Re: Reasonable Accommodation for my disability

Dear [BUILDING MANAGER NAME]:

I live at [ADDRESS] in [UNIT NUMBER] and have lived there since [DATE]. I am a qualified individual with a disability, defined by the Fair Housing Amendments Act of 1988.

Our building's rules state [XXX]. Because of my disability, I need the following accommodations: [LIST ACCOMMODATIONS]. A medical provider has prescribed this accommodation for my disability. I want to meet with you to discuss these and any other accommodations that will enable me to have an equal opportunity to live in and enjoy this residence.

Please let me know what, if any, additional information you need from my health care provider to understand better my disability and the limitations it imposes.

Under the Fair Housing Amendments Act, it is unlawful discrimination to deny a person with a disability a reasonable accommodation of an existing building rule or policy if such capacity may be necessary to afford such person full enjoyment of the premises.

Please keep this request for accommodation confidential, as required by federal law. Please get in touch with me within the next ten days to discuss this critical issue. I look forward to your response and appreciate your attention to this matter.

Sincerely,
Signature

Resident Name

Sample letter for Companion Animal

DATE

NAME OF PROFESSIONAL (therapist, physician, psychiatrist, rehabilitation counselor)
ADDRESS

Dear [HOUSING AUTHORITY/LANDLORD]:

[NAME OF TENANT] is my patient and has been under my care since [DATE]. I am intimately familiar with their history and the functional limitations imposed by their disability. He/She/They meet the definition of disability under the Americans with Disabilities Act, the Fair Housing Act, and the Rehabilitation Act of 1973.

Due to mental illness, [FIRST NAME] has certain limitations regarding [SOCIAL INTERACTION/COPING WITH STRESS/ANXIETY, ETC]. To help alleviate these difficulties and to enhance his/her ability to live independently and to fully use and enjoy the dwelling unit you own and/or administer, I am prescribing an emotional support animal that will assist [FIRST NAME] in coping with his/her disability.

I am familiar with the voluminous professional literature concerning the therapeutic benefits of assistance animals for people with disabilities such as that experienced by [FIRST NAME]. Upon request, I will share citations to relevant studies. I would be happy to answer other questions you may have concerning my recommendation that [FULL NAME OF TENANT] have an emotional support animal. Should you have additional questions, please do not hesitate to contact me.

Sincerely,
Signature

[NAME OF PROFESSIONAL]