

## **18.0 PET POLICY**

### **18.1 EXCLUSIONS**

This policy does not apply to animals that are used to assist persons with disabilities. Assistive animals are allowed in all public housing facilities with no restrictions other than those imposed on all residents to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors.

### **18.2 PETS IN PUBLIC HOUSING**

The Armstrong County Housing Authority allows for pet ownership in its developments with written pre-approval. Residents are responsible for any damage caused by their pets, including the cost of fumigating or cleaning their units. In exchange for this right, resident assumes full responsibility and liability for the pet and agrees to hold the Housing Authority harmless from any claims caused by an action or inaction of the pet.

### **18.3 APPROVAL**

Residents must have prior written approval from the Housing Authority before moving a pet into their unit. Residents must complete a Pet Application (**appendix 3**), supply proof of inoculation, supply a picture of the pet, and submit a Pet Responsibility Card (see Section 18.8) before the Housing Authority will approve the request.

Residents will be refused pet admission if the Housing Authority determines that the pet is not a common household pet, keeping the pet would violate an applicable pet rule, the Resident has failed to submit the required initial pet registration or annual update information, or the resident is unable to fulfill their past or future obligations as a pet owner and/or are unable to adhere to the terms of the lease or pet rules. Resident shall receive written notice when a pet is refused admission, which shall include the reason(s) admission was refused.

Once a pet has been approved, the resident shall be issued a Pet Permit (**appendix 5**).

### **18.4 TYPES AND NUMBER OF PETS PERMITTED**

The Housing Authority will allow only common household pets. This means only domesticated animals, such as a dog, cat, bird, rodent (including a rabbit), fish, or turtle, that is traditionally kept in the home for pleasure rather than for commercial purposes. Prohibited pets include, but are not limited to; reptiles (except turtles), and dangerous or intimidating dogs, such as pit bulls, dobermans, rottweilers, etc. If this definition conflicts with state or local law or regulation, the state or local law or regulation shall govern. Only one (1) dog or cat, one (1) fish bowl or tank, or one (1) cage with not more than two (2) birds, rodents or turtles will be permitted per unit.

### **18.5 PET DEPOSIT**

A security deposit of \$99.00 will be required for all pets. The security deposit must be paid at the time the pet has been approved for admission. Upon vacancy or permanent removal of the pet, the security deposit shall be refunded within thirty (30) days, less any costs for repairs for damages to the unit caused by the pet and/or

fumigation services for flea removal. For all units occupied by a pet that is normally not confined to a cage, inspection for flea infestation will be a standard procedure with the cost being deducted from the security deposit.

#### **18.6 FINANCIAL OBLIGATION OF RESIDENTS**

Resident's liability for damages caused by the pet is not limited to the amount of the security deposit. The resident will be required to reimburse the Housing Authority for the real cost of any and all damages caused by the pet that exceeds the security deposit. Any infestation of the unit while occupied by a pet will be the responsibility of the resident and the Housing Authority reserves the right to exterminate and charge the resident.

#### **18.7 INSURANCE COVERAGE**

Liability insurance is not mandatory; however, it is highly recommended. The resident may arrange for such insurance for their own protection against liability from suit by another resident visitor in the event of an accident involving their pet. Renter's insurance may be needed against possible damage to the unit. Renter's insurance is not expensive, and the Housing Authority encourages this coverage for all units, especially those with pets.

#### **18.8 PET RESPONSIBILITY CARD**

Prior to admission, the resident must submit a signed responsibility card (**appendix 4**) showing the name, address, and phone number of two (2) local persons who will remove the pet in the event of the resident's illness, vacation, or death. The responsible persons(s) shall not reside, or leave the pet unattended, in the resident's unit. Persons so named will be responsible in the order of their names on the pet responsibility card. **The pet responsibility card shall be renewed each year at annual recertification.**

In the event that the resident becomes incapacitated or is no longer able to care for the pet, the person(s) designated on the pet responsibility card must remove the pet. In the absence of the designated persons' availability, the Housing Authority will place the pet with the local animal shelter, or other state or local animal enforcement agency.

#### **18.9 NUISANCE OR THREAT TO HEALTH OR SAFETY**

The pet and its living quarters must be maintained in such a manner as to prevent odors and any other unsanitary conditions in the resident's unit and surrounding areas. Repeated substantiated complaints by neighbors or Housing Authority staff members regarding pets disturbing the peace through noise, odor, animal waste, or other nuisance shall result in the resident having to remove the pet or vacate the unit.

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

If a pet becomes vicious or displays symptoms of severe illness or other behavior that constitutes an immediate threat to the health or safety of the residents as a whole, the resident shall be required to remove the pet immediately.

### **18.10 DESIGNATION OF PET AREAS**

Pets must be kept in the resident's unit, or on a leash at all times when outside the unit, unless they are in an approved pet carrier. Pets should be held and carried through the building even if on a leash.

Residents shall not alter their unit, porch, balcony or hallway in any way as to create an enclosure for the pet. Outside enclosures are prohibited, and pets must not be tied or left unattended outside of the resident's unit.

With the exception of assistive animals, no pets shall be allowed in any common area, including but not limited to, community room, laundry room, public restroom, lobby, hallway, or management office. Pet owners must use the nearest accessible exit when taking their pet outside.

Only one (1) pet is allowed in the elevator at a time. Pets are not permitted to be on floors other than the first floor, their own unit floor, or in other residents' units for any reason. These rules are necessary to accommodate residents who have allergic or phobic reactions to pets.

In the event the pet deposits hair, mud, snow, water, or animal waste in the building, the resident must immediately clean it up.

### **18.11 VISITING PETS**

Visiting pets are not permitted, unless they are assistive animals aiding persons with disabilities (i.e. seeing eye dogs), without specific written permission from the Housing Authority. If such permission is granted, all pet rules will apply to the visiting pet while on Housing Authority property.

### **18.12 PET WASTE**

Pet waste must be properly disposed of. Pet waste of all types, including litter box and cage cleaning, must be put in a tightly fastened, heavy-duty plastic bag and placed in an outside trash receptacle. At no time shall pet waste be placed in the trash chute or any wastebasket inside the building, or flushed down the commode.

A \$5.00 charge shall be levied each time the resident fails to remove pet waste in accordance with the pet policy.

### **18.13 UNIT INSPECTIONS AND WORK ORDER REQUESTS**

Housing Authority personnel shall not be permitted to enter the unit occupied by a pet that is normally not confined to a cage, unless the resident is home. The pet must be on a leash and/or under resident's control at all times while the staff member is in the unit. Any problems noticed at this time, such as damage or odors, shall be rectified by the resident within ten (10) working days. If the resident has not arranged for repairs and/or extermination within that time period, the Housing Authority will make the necessary repairs and/or exterminate at the resident's expense.

Regular pest control spraying will not be waived because a pet occupies a unit. It is the responsibility of the resident to remove the pet, or otherwise contain the pet, so that the pest control spraying may be conducted.

#### **18.14 MISCELLANEOUS**

If a pet should become loose while outside of the resident's unit, recapture of the pet is the sole responsibility of the resident. The Housing Authority will not be involved or take responsibility for such recapture.

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

If a pet causes harm to any person, the resident shall be required to permanently remove the pet from the premises within twenty-four (24) hours of written notice from the Housing Authority, and may be subject to lease termination.

If any other conditions of the pet rules are violated, the resident shall be required to remove the pet from the premises within ten (10) working days from the date of the notice from the Housing Authority, and may be subject to lease termination.

Residents shall provide adequate care, nutrition, exercise, and medical care for the pet. Pets which appear to be poorly cared for, or which are left unattended for an extended period of time, will be reported to the local animal enforcement agency and will be removed from the premises at the resident's expense.

Pets must be healthy and free of disease at all times. If for any reason a pet is suspected of being infested with a parasite of any type, or otherwise unhealthy, the resident shall be required to take the pet immediately to the veterinarian for examination. A veterinarian's certification will be required verifying that the pet is parasite-free, or otherwise treated, before the pet returns to the unit.

Should a pet expire on Housing Authority property, it is the responsibility of the resident to properly dispose of the pet immediately. The pet may not be buried or otherwise disposed of in or on Housing Authority property.

#### **18.15 SPECIFIC PET REQUIREMENTS**

##### **A. Dogs**

Dogs must be at least six (6) months old and be completely housebroken. Proof that the dog has been neutered or spayed must accompany the pet application.

Proof that the dog is currently licensed must accompany the pet application and be **supplied to the Housing Authority annually at recertification thereafter.**

The dog must wear a collar at all times displaying a current license tag, rabies tag, and name/address tag. The Housing Authority recommends the use of some type of flea control product.

Proof that the dog is currently inoculated against rabies and DHLPPC must accompany the pet application and be **supplied to the Housing Authority annually at recertification thereafter.**

The dog cannot exceed fourteen (14) inches tall at the top of the shoulder, or exceed twenty (20) pounds in weight when it is considered full grown. In the case of a six (6) month old dog, a veterinarian's certification will be required verifying that, normally, this type of dog will not exceed the size requirements, as listed above, when fully grown.

Dogs may not be left unattended for extended periods of time.

B. Cats

Cats must be at least two (2) months old and be completely litter box trained. Proof that the cat has been neutered or spayed must accompany the application.

The cat must wear a collar at all times displaying a rabies tag and name/address tag. The Housing Authority recommends the use of some type of flea control product. Proof that the cat is currently inoculated against FVRCP, rabies and Feline Leukemia must accompany the pet application and be **supplied to the Housing Authority annually at recertification thereafter.**

Residents must use a standard cat litter box, which is to be cleaned daily. The cat litter shall be replaced at least once a week. Cats may not be left unattended for extended periods of time.

C. Birds

Cages shall be of an appropriate size, and are to be cleaned daily. Birds must be caged at all times.

Birds may not be left unattended for extended periods of time, unless arrangements for daily care have been made by the resident.

D. Fish

Fish tanks shall not exceed ten (10) gallons.

Fish bowls must be cleaned at least once a week, and fish tanks must be cleaned at least once a month. Waste water from the bowl or tank should be disposed of in the commode using extreme caution not to flush any gravel or ornaments from the bowl or tank down the commode.

Any water damage to the resident's unit, or any unit under the resident's unit, due to carelessness in cleaning, refilling, or breakage of the bowl or tank shall be charged to the resident.

Fish may not be left unattended for extended periods of time, unless arrangements for daily care have been made by the resident.

E. Rodents

The only rodents permitted shall be hamsters, gerbils, guinea pigs, and rabbits.

Cages must be of an appropriate size, and rodents must be caged at all times.

Cages must be cleaned daily and soiled bedding replaced at least once a week.

Rodents may not be left unattended for extended periods of time, unless arrangements for daily care have been made by the resident.

## **18.16 VIOLATION PROCEDURES**

The Housing Authority's grievance procedures shall be applicable to all individual grievances or disputes arising out of violations or alleged violations of the pet policy.

### **A. Notice of Pet Policy Violation**

If the Housing Authority determines that a resident has violated the Pet Policy, a written notice shall be issued to the resident which:

1. Contains the rule(s) which has(have) been violated; and
2. States that the resident shall have ten (10) working days from the date of the notice to correct the violation (including, in appropriate circumstances, the removal of the pet), or to make a written request for a meeting to discuss the violation, and be accompanied to the meeting by another person of his/her choice; and
3. States that the resident's failure to correct the violation, to request a meeting, or to appear at a requested meeting, shall result in the initiation of the procedures to have the pet removed, to terminate the resident's tenancy, or both.

### **B. Meeting with the Resident**

If the resident makes a timely request, a meeting will be scheduled to discuss the violation. The meeting will be scheduled within fifteen (15) working days from the receipt of resident's request, unless both parties agree to a later date. At this meeting, an attempt to correct the violation will be discussed, and the resident may be given additional time to correct the violation.

### **C. Notice for Pet Removal**

If the Housing Authority and the resident have failed to reach an agreeable arrangement, or the resident has failed to correct the pet policy violation(s) within the time period provided, including any additional time afforded by the Housing Authority as a result of the Pet Policy Violation Meeting, the Housing Authority shall issue a written notice to the resident which:

1. Contains the rule(s) which has(have) been violated; and
2. States that the resident must remove the pet within ten (10) working days from the date of the notice; and
3. States that the resident's failure to remove the pet shall result in the initiation of the procedures to have the pet removed, terminate the resident's tenancy, or both.