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Housing Authority of the City of Old Town

# **PET POLICY**

## **Family Housing:**

### **Anderson Lane Apartments & Meadow Lane Apartments**

## **A. INTRODUCTION**

The purpose of this policy is to establish the Old Town Housing Authority's policy and procedures for ownership of pets in Family Housing. This explains the Housing Authority's policies on the keeping of pets and any criteria or standards pertaining to the policy. The rules adopted are reasonably related to the legitimate interest of this Housing Authority to provide a decent, safe and sanitary living environment for all tenants, to protect and preserve the physical condition of the property, and the financial interest of the Housing Authority.

## **B. EXCLUSIONS**

This policy does not apply to service animals, support animals, or therapy animals that are used to assist persons with disabilities. These animals are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors. The person requesting this exclusion to the Pet Policy of this Housing Authority must have a disability and the accommodation must be necessary to afford the person with a disability an equal opportunity to use and enjoy a dwelling.

Please refer to the Service Animal policy of this housing authority regarding service animals, assistance animals, or therapy animals.

## **C. MANAGEMENT APPROVAL OF PETS**

The PHA management must approve all pets in advance. The pet owner must submit and enter into a Pet Agreement with the Housing Authority.

### **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 empowered to vaccinate animals, or designated agent of such an authority, stating that the pet has received all vaccinations required by State or local law, and that the pet has not evidenced any signs of communicable disease(s) and is pest-free and a picture of the pet.

Verification that the pet has been properly neutered, spayed, and/or de-scented as specified in these rules must be provided to the Housing Authority. The pet owner may be required to provide additional information as needed to ensure compliance with state and local law.

Registration must be renewed and will be coordinated with the Annual Recertification date, and proof of license and vaccination will be received at least 30 days prior to annual reexamination. Execution of a Pet Agreement with the Housing Authority 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 Housing Authority 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 Housing Authority 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:**

- a. The pet is not a *common household pet* as defined in this policy;
- b. Keeping the pet would violate any House Pet Rules;
- c. The pet owner fails to provide complete pet registration information, or fails to update the registration annually;
- d. 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. Past history of the tenant will be considered.

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 Housing Authority and agree to abide by all of the pet rules in writing.

## **D. STANDARDS FOR PETS**

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

### **Types of Pets Allowed**

No types of pets other than the following may be kept by a resident. The maximum number of pets allowed for each unit will be one (1) cat, or one (1) dog, one (1) rabbit, or two (2) rodents as defined below, or two (2) birds, or two (2) turtles, or fish. Tenants are not permitted to have more than one type of pet.

### Cats

- Must be spayed or neutered
- Must have all required vaccinations
- 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
- Maximum number: one (1) per unit; or,

### Dogs:

- Maximum adult weight is 20 pounds
- Must be housebroken
- Must be spayed or neutered
- Must have all required vaccinations
- Must be licensed as specified now or in the future by State law or local ordinance
- Not permitted in designated No Pet Areas
- Maximum number: one (1) per unit; or,

### Birds

- Must be enclosed in a cage at all times
- Maximum number: two (2) per unit or;

### Fish

- Maximum aquarium size: no specified amount; or,

### Rodents (Guinea pig, hamster, or gerbil **only**):

- Must be enclosed in an acceptable cage at all times
- Must have any or all vaccinations as specified now or in the future by State law or local ordinance
- Maximum number: one (1) rabbit per unit; or, two (2) guinea pigs per unit; or, two (2) hamsters per unit; or, two gerbils per unit; or, two of one type or one to two types only; **no other rodents allowed**

### Turtles

- Must be enclosed in an acceptable cage or container at all times. **No other reptiles are allowed.**
- Maximum number two (2) per unit

**E. PETS TEMPORARILY ON THE PREMISES**

No pets will be kept on the premises without prior written approval of the Housing Authority. Residents are prohibited from feeding or harboring stray animals. State or local laws governing pets temporarily in dwelling accommodations shall prevail.

**F. DEPOSITS FOR PETS AND ADDITIONAL FEES**

Resident/pet owner shall be required to pay a refundable deposit for the purpose of defraying all reasonable costs directly attributable to the presence of a pet. Pet deposits pertain to all animals except birds and fish.

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

A Pet Deposit of \$300 is required. A minimum payment of \$100 shall be paid on or prior to the date the pet is properly registered and brought into the apartment, and a monthly payment of not less than \$20 shall be paid until the specified deposit has been paid. Final registration approval is contingent upon this payment.

The Housing Authority 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 Housing Authority will provide the tenant with list of any charges against the pet deposit. If the tenant disagrees with the amount charged to the pet deposit, the Housing Authority will provide a meeting to discuss the charges.

All reasonable expenses incurred by the Housing Authority as a result of damages directly attributable to the presence of a pet, including the cost of repairs and replacements to the resident's dwelling unit and fumigation of the dwelling unit, will be the responsibility of the resident.

If the tenant is in occupancy when such costs occur, the tenant will 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 which exceeds the Pet Deposit. Amounts in excess of the Pet Deposit may be deducted from the Security Deposit.

In order to reimburse the Housing Authority of the City of Old Town for the extra expenses it incurs due to pet ownership, a \$5 a month fee will be imposed on all pet owning residents beginning October 1, 2011.

**G. ALTERATIONS TO UNIT**

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

**H. PET WASTE REMOVAL CHARGE**

Pet deposit and pet waste removal charges are not part of rent payable by the resident. A separate pet waste removal charge of \$5.00 per occurrence will be paid by owners failing to remove pet waste.

**I. PET AREA RESTRICTIONS**

Pets must be maintained within the resident's unit. When outside of the unit (within the building or on the grounds pets must be kept on a leash or carried and under the control of the resident or other responsible individual at all times. Pets must not be tied or otherwise left outside unattended.

**J. 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, frequent, or nighttime noise, or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

**K. 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. Residents owning cats shall maintain waterproof litter boxes for cat waste. Refuse from litter boxes shall not accumulate or become unsightly or unsanitary. Litter boxes shall be stored inside the resident's dwelling unit.

Any unit occupied by a pet will be fumigated at the time the unit is vacated if necessary. 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.

**L. PET CARE**

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

A pet owner shall physically control or confine his/her pet during the times when Housing Authority employees, agents for the Housing Authority, or others must enter the pet owner's apartment to conduct business, provide services, enforce lease terms, etc. The Housing Authority staff, under no circumstances, will be responsible for pets.

No pet shall be left unattended in any apartment for a period in excess of 12 hours. If the pet is left unattended and no arrangements have been made for its care, the HA will have the right to enter the premises and take 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.

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

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 care needed for the safety of other tenants, and to exercise courtesy with respect to other residents.

#### **M. 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.

#### **N. INSPECTIONS**

The Housing Authority may, after reasonable notice to the tenant during reasonable hours, enter and inspect the premises, in addition to other inspections allowed. Two days is considered reasonable notice, except when problems are suspected to exist as noted in this policy. Immediate inspection may be made if a signed, written complaint has been received, or there are reasonable grounds indicating that the conduct or condition of a pet constitutes a violation of the rules or lease requirements, or safety or sanitation situation.

#### **O. PET RULE VIOLATIONS**

##### 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), which were violated. The notice will also state:

1. That the resident/pet owner has ten (10) 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;
2. That the resident pet owner is entitled to be accompanied by another person of his or her choice at the meeting; and
3. 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 violation is corrected, the pet owner must substantiate this fact within the ten (10) days. An inspection may be required.

**P. NOTICE FOR PET REMOVAL**

If the resident/pet owner and the Housing Authority 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 Housing Authority, the Housing Authority may serve notice to remove the pet.

The Notice shall contain:

1. A brief statement of the factual basis for the Housing Authority's determination of the Pet Rule that has been violated;
2. The requirement that the resident /pet owner must remove the pet within ten (10) days of the notice; and
3. A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures.

**Q. TERMINATION OF TENANCY**

The Housing Authority 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.



## **R. PET REMOVAL**

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 owner unable to care for the pet, (includes pets who are poorly cared for or have been left unattended for over twelve (12) hours), the situation will be reported to the Responsible Party designated by the resident/pet owner.

If the responsible party is unwilling or unable to care for the pet, or if the Housing Authority after reasonable efforts cannot contact the responsible party, the HA may have the right to enter the premises and take the pet to be boarded at a local animal care facility at the total expense of the resident, or the Housing Authority may contact the appropriate State or local agency and request the removal of the pet.

If a pet cause's harm to any person, the pet's owner shall be required to permanently remove the pet from the Housing Authorities property within 24 hours of written notice from the Housing Authority. The pet owner may also be subject to termination of his/her dwelling lease.

## **S. EMERGENCIES**

The Housing Authority will take all necessary steps to insure that pets, which become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat 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 Housing Authority to place the pet in a shelter facility, the cost will be the responsibility of the resident/pet owner.

## **T. ATTACHMENTS**

1. Authorization of Pet Ownership Form
2. Photograph of the Pet
3. Rabies Certification
4. Certificate of vaccinations
5. Verification of neutering/spaying
6. Verification of State or Local licensing as required

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