

Addendum J PET OWNERSHIP POLICY

A. Pet Rules

The following rules shall apply for the keeping of pets by Residents living in the units operated by the Housing Authority. These rules do not apply to animals used by persons with disabilities.

1. Common household pets as authorized by this policy means a 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. Residents will register their pets with the Authority **BEFORE** it is brought onto the Authority premises, and will update the registration annually. The registration will include: (*Appendix 1*)
 - a. Information sufficient to identify the pet and to demonstrate that it is a common household pet and a picture;
 - 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;
 - 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. The registration will be updated annually at the annual re-examination of Residents' income.
 - e. A statement indicating that the pet owner has read the pet rules and agrees to comply with them; (*Appendix 2*)
 - f. The 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 information;
 - 4) The pet owner fails annually to update the pet registration;

- 5) The Authority reasonably determines, based on the pet owners' 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 Authority to refuse to register a pet.
- g. The Authority will notify the pet owner if the Authority refuses to register a pet. The notice will:
- 1) State the reasons for refusing to register the pet;
 - 2) Be served on the pet owner in accordance with procedure outlined in paragraph B1 of this policy; and
 - 3) Be combined with a notice of a pet rule violation if appropriate.
3. Cats and dogs shall be limited to small breeds where total weight shall not exceed thirty (30) pounds and total height shall not exceed fifteen (15) inches. Seeing-eye dogs are excluded to height and weight.
 4. No sporting dogs, work dogs, chows, pit bulls, German police dogs, or any other known fighter breed will be allowed on the premises.
 5. All cat and dog pets shall be neutered or spayed, and verified by veterinarian, cost to be paid by the owner. Pet owners will be required to present a certificate of health from their veterinarian verifying all required annual vaccines, initially and at re-examination.
 6. A **\$100.00 Non-Refundable** pet fee shall be made to the Housing Authority. Such fee will be a one-time fee (per pet) and shall be used to help cover cost of damages to the unit caused by the pet.
 7. Pets shall be quartered in the Residents unit.
 8. Dogs and cats shall be kept on a leash and controlled by a responsible individual when taken outside.
 9. No dog houses will be allowed on the premises.
 10. Pets (dogs and cats), shall be allowed to run only on the owners lawn and owners shall clean up after pets EACH day.
 11. The City Ordinance concerning pets will be complied with.
 12. 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 occupants of the Authority in accordance with

paragraph B3 below.

13. Birds must be kept in regular bird cages and not allowed to fly throughout the unit.
14. Each resident family will be allowed to house only one (1) animal at any time. Visiting guests with pets will not be allowed.
15. Dishes or containers for food and water will be located within the owners apartment. Food and/or table scraps, will not be deposited on the owners porches or yards.
16. Residents will not feed or water stray animals or wild animals.
17. Pets will not be allowed on specified common areas (under clotheslines, social rooms, office, maintenance space, etc.).
18. Each resident family will be responsible for the noise or odor caused by their pet. Obnoxious odors can cause health problems and will not be tolerated.

B. Pet Violation Procedure

1. **NOTICE OF PET RULE VIOLATION (Appendix 3):** When the 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 Authority will:
 - a. Serve a notice of the pet rule violation on the owner by sending a letter by first class mail, properly stamped and addressed to the Resident at the leased dwelling unit, with a proper return address, or serve a copy of the notice on any adult answering the door at the Residents' leased dwelling unit, or if no adult responds, by placing the notice under or through the door, if possible, or else by attaching the notice to the door;
 - b. The notice of pet rule violation must contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated;
 - c. The notice must state 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, (the effective date of service is that day that the notice is delivered or mailed, or in the case of service by posting, on the day that the notice was initially posted);
 - d. The notice must state that the pet owner is entitled to be accompanied by another person of his or her choice at the meeting;

- e. The notice must state that the pet owners' 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 owners' residency.
2. **PET RULE VIOLATION MEETING:** If the pet owner makes a timely request for a meeting to discuss an alleged pet rule violation, the 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 Authority agrees to a later date).
 - a. The Authority and the pet owner shall discuss any alleged pet rule violation and attempt to correct it and reach an agreeable understanding.
 - b. The 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, are made will be reduced to writing, signed by both parties, with one copy for the pet owner and one copy placed in the Authority's Resident file.
3. **NOTICE OF PET REMOVAL:** If the pet owner and the Authority are unable to resolve the pet rule violation at the pet rule violation meeting, or if the Authority determines that the pet owner has failed to correct the pet rule violation within any additional time provided for this purpose under paragraph B1 above (or at the meeting, if appropriate), 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 or pet removal (or the meeting, if the notice is served at the meeting);
 - c. State the failure to remove the pet may result in initiation of procedures to terminate the pet owners' residency.
4. **INITIATION OF PROCEDURE TO TERMINATE PET OWNERS RESIDENCY:** The Authority will not initiate procedure to terminate a pet owners' 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 owners' residency under the terms of the lease and application regulations;
- c. Provisions of Resident's Lease, Section XV: "Termination of Lease" will apply in all cases.

C. Protection of the Pet

- 1. 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 Authority may:
 - a. Contact the responsible party or parties listed in the registration form and ask that they assume responsibility for the pet;
 - b. If the responsible party or parties are unwilling or unable to care for the pet, the Authority may contact the appropriate State or Local Authority (or designated agent of such Authority) and request the removal of the pet;
 - c. If the Authority is unable to contact the responsible parties despite reasonable efforts, action as outlined in 1b above will be followed; and
 - d. If none of the above actions reap results, the Authority may enter the pet owners' 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 no longer than thirty (30) days. The cost of the animal care facility provided under this section shall be borne by the pet owner.

D. NUISANCE OR THREAT TO HEALTH OR SAFETY

Nothing in this policy prohibits the Authority or the Appropriate City Authority from requiring the removal of any pet from the 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 or safety or other occupants of the Authority property or of other persons in the community where the project is located.

E. APPLICATION OF RULES

- 1. Pet owners will be responsible and liable for any and all bodily harm to other residents or individuals and 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.

