

Housing Authority of the City of Stanton		
Adopted: 12-04-2019	PET POLICY	Resolution #:
Effective: 01-04-2020		

In accordance with federal law and HUD regulations, residents of federally funded housing for the elder, persons with disabilities or families shall not be prohibited from owning and keeping common household pets.

Animals that do not assist persons with disabilities or provide emotional support that alleviate one or more identified symptoms or effects of a person’s disability will be considered a pet. Tenants with pets are subject to the Housing Authority *Pet Policy*.

Animals that assist persons with disabilities or companion animals are not considered pets. Assistance Animals are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability; or animals that provide emotional support that alleviate one or more identified symptoms or effects of a person’s disability.

PET APPROVAL

Residents must first receive permission from the Housing Authority Director and sign the *Pet Policy* prior to bringing a pet onto the Housing Authority property. Basic information about the pet (type, age, description, name, etc.) must be provided. All dogs and cats must be inoculated, licensed and spayed or neutered, and owners shall provide veterinarian written verification of inoculations against rabies and certification of spay/neuter. Proof that inoculations and license of the pet may be verified annually.

PET DEPOSIT

Payment of an additional security deposit of \$200 (to be paid in full or in the case of hardship, over a period of time not to exceed three months) to help defray the costs of potential damage done to the unit or the yard by the pet. \$100 of the deposit is nonrefundable and will be applied to the cost of cleaning carpets after the tenant moves out. Payment for damages, repairs, cleaning, replacement etc. shall be deducted from the Pet Deposit but not limited to the deposit amount of \$200. Pet deposits are not refundable until time of move out, since it is very easy to hide stains with furniture under area rugs.

ELIGIBLE TYPES OF PETS

Common household pets shall be defined as “smaller domesticated animals such as a dog, cat, or bird.

Rodents other than hamsters, gerbils, rats, or mice are not common household pets. Reptiles other than turtles are not common household pets.

With respect to dogs: pit bulls or pit bull mixes are specifically prohibited and shall not be allowed. This policy addendum is designed to permit reasonable ownership of pets. Ownership of trained “guard” dog or “attack” dog, or ownership of animals for the purpose of breeding is prohibited.

No dog or cat shall exceed forty (40) pounds in weight when fully grown.

No other types of pets are allowed.

NUMBER OF PETS

Only one pet per unit may be permitted, with the exception of fish. There shall be no limit as to the number of fish, but no more than one aquarium with a maximum capacity of 10 gallons shall be permitted.

PET OWNER RESPONSIBILITIES

Each pet owner shall be responsible for the proper care of the pet, including, but not limited to, good nutrition, grooming, routine veterinary care, flea control, routine inoculations, and compliance with all city, county, state, and federal statutes, ordinances, rules, and regulations and anti-cruelty laws and regulations. Pet owner must provide a current license and proof of rabies shot. All cats and dogs must be neutered or spayed and already trained to use a litter box or out of doors.

The Pet owner shall keep the unit and surrounding areas free from pet odors, insect infestation, waste and litter related to their pet and maintain the unit in a sanitary condition.

Each pet owner shall be responsible for clean up after their pet anywhere on Housing Authority property, including carrying a “pooper scooper” and/or disposable plastic bag anytime the pet is outside of the unit. No animal waste will be tolerated anywhere on Housing Authority property.

Residents owning a cat shall maintain a waterproof litter box for cat waste. Litter boxes shall not be allowed to become unsightly or unsanitary. Litter boxes must be kept inside of the unit.

All pet waste, including litter shall be bagged and disposed of in the outside garbage dumpsters. No pet waste shall be disposed of in the toilet. If the Tenant does not comply with cleanup they will receive a written warning, after 3 lease violations the pet must be removed if not the tenant will be subject to eviction.

Each pet owner shall maintain their pet in such a manner as to prevent any damage to their unit, common areas and grounds.

No pet shall be abandoned when the resident vacates.

In the event of the pet’s death, the resident shall be responsible for disposing of the pet remains in accordance with federal, state, and/or city laws, rules, or regulations.

PET OWNER FINANCIAL OBLIGATIONS

The resident shall pay promptly, upon receipt of a bill, for all materials and/or labor for repair of any damage caused by his/her pet. Tenants shall be liable for the entire amount of all damages caused by pets and all cleaning, defleaing, and deodorizing required because of the pet. This applies to carpets, doors, walls, windows, screens, blinds, appliances and any other part of the dwelling unit, including landscaping or the property of other tenants. If such items cannot be satisfactorily cleaned or repaired, the pet owner must pay for complete replacement.

RESTRICTIONS ON PETS

Pet owners shall not allow dogs loose on the grounds. When outside of the unit, dogs must be accompanied by their owner and restrained with a lease at all times. Pets may be tethered outside of the unit on a stake for no more than 15 minutes if the owner is present. It shall not be permitted, at any time, for any person to place upon or attach to the exterior of the Housing Agency property, any item that will accommodate, protect, or secure any pet. Care should be taken to not damage the sprinkler system or lawn.

No pets shall be allowed in the community building, including community room, office, and laundry room.

No pets shall be groomed on the grounds. No pets shall be bathed in the sink or shower of the units.

Pet bedding shall not be washed in the Housing Authority laundry facilities.

REMOVAL OF PETS

Pets may not be left unattended in dwelling unit for over 48 hours. If the pet is left unattended, SHA will 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.

The Housing Authority, or an appropriate community authority, shall require the removal of any pet from the property if the pet's conduct or condition is determined to be a nuisance or threat to the health or safety of other tenants, Housing Authority employees, or other persons in the community.

In the event of illness or death of pet owner, or in the case of an emergency which would prevent the pet owner from properly caring for the pet, the Housing Authority has the authority to call the emergency caregiver designated on the *Pet Policy Lease Addendum* or the appropriate local community authority to take the pet and care for the pet. Any expenses incurred will be the responsibility of the pet owner.

RIGHTS OF OTHER TENANTS AND AUTHORITY EMPLOYEES

Each pet owner shall maintain his/her pet in such a manner as to prevent the animal from being a nuisance or a threat to the health and safety of Housing Authority employees, the public or residents by reason of noise, unpleasant odors, or other objectionable situations. Pet owners must take every reasonable step to ensure that the rights of other tenants are not violated.

Repeated substantiated complaints by neighbors or Housing Authority personnel regarding pets disturbing the peace through noise, odor, animal waste or other nuisance will result in the owner having to remove the pet or the Lease Agreement may be terminated. Pets that make noise continuously and/or incessantly for period of 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.

If a pet causes harm to any person, the pet's owner shall be required to permanently remove the pet from Housing Authority property within 24 hours of written notice from the Housing Authority. The pet owner may also be subject to termination of the Lease Agreement.

Housing Authority employees reserve the right to require that tenants remove pets from the premises while maintenance work or inspections are performed.

VISITING PETS

Visiting pets are not allowed on the grounds or units of the Housing Authority.

CRUELTY TO ANIMALS

Cruelty to animals is a violation of state and local law and is a violation of this pet policy. Beating, neglecting, or otherwise harming an animal may be grounds for termination of your Lease Agreement.

VIOLATION OF PET POLICY

Failure to comply with any part of the Pet Policy or to take corrective action after sufficient notice of violation of the Pet Policy shall be cause for termination of the Lease Agreement and cause for eviction.

The Federal Fair Housing Act and Section 504 of the Rehabilitation Act of 1973 requires that tenants with disabilities be provided with “reasonable accommodations” as needed, in order for them to have an opportunity for full use and enjoyment of their housing. Allowing tenants and their guests who have disabilities to be accompanied by their service animals is a reasonable accommodation to housing policy and practice. To have an assistive animal, residents must submit a request to the Stanton Housing Authority (SHA) Executive Director and sign this *Assistive Animal Policy Addendum*.

ASSISTIVE/SERVICE ANIMAL DEFINITION

Assistance animals are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability; or animals that provide emotional support that alleviate one or more identified symptoms or effects of a person’s disability. Assistive animals include companion and service animals.

Assistance animals are not considered to be pets. A person with a disability uses an assistive animal as an auxiliary aid – similar to the use of a cane, crutches or wheelchair. Assistive animals are a medical device necessary for the full enjoyment of a home.

19.2 APPROVAL OF ASSISTIVE/SERVICE ANIMAL

The resident might be required to provide written verification from the resident’s healthcare or mental health provider that the resident has a disability and needs the assistive animal. (The provider need not be an M.D. but rather a reliable third party who is in a position to know about the resident’s disability).

Third party verification should be a signed letter on professional letterhead answering the following questions:

Is the person disabled as defined by Federal Fair Housing Laws?

In the health care provider’s professional opinion, does the person need the requested accommodation (use of an assistive animal) to have the same opportunity as a non-disabled person to use and enjoy the Ivy Manor affordable housing property?

The Housing Authority has the right to assess whether the property can accommodate an assistive animal as it relates to direct threat, health, or safety of others. A request for vicious breeds or other animals that violate local ordinance, will require a waiver from the city/county.

Residents must receive approval form the Executive Director and sign the *Pet Policy* before an animal is brought onto the property. Basic information about the animal (type, age, description, name, etc.) must be provided. Animals should be appropriately inoculated, licensed, and spayed or neutered and owners shall provide veterinarian written verification of inoculations against rabies and certification of spay/neuter. Proof that inoculations and license of the animal may be verified annually.

SECURITY DEPOSIT

An assistive animal is not a pet; therefore, a pet deposit is not required. However the owner is still responsible for any damage to the property.

RESTRICTIONS ON PETS

No other pets will be permitted to live in the unit that has an assistance animal.

OWNER'S RESPONSIBILITIES

Each assistive animal owner shall be responsible for the proper care of the animal, including, but not limited to, good nutrition, grooming, routine veterinary care, routine inoculations, and compliance with all city, county, state, and federal statutes, ordinances, rules and regulations, and anti-cruelty laws and regulations.

A resident with an assistive animal shall be responsible for the clean up after their animal anywhere on Housing Authority property, including carrying a "pooper scooper" and/or disposable plastic bag anytime the animal is outside of the unit. Residents owning an animal that utilizes litter must use a waterproof litter box. Litter boxes shall not be allowed to become unsightly or unsanitary. All animal waste, including litter shall be bagged and disposed of in the outside garbage dumpster. No animal waste shall be disposed of in the toilet.

Residents that need assistance with animal cleanup, must make arrangements for such help through family, friends, or advocates. Housing Authority staff is not responsible to assist with animal clean up.

Each resident shall maintain their service animal in such a manner as to prevent any damage to their unit, common areas and grounds.

The resident must retain full control of the animal at all times. This generally means that while the animal is in common areas, it is on a leash, in a carrier, or otherwise in the direct control of the animal handler.

When in the presence of others, the assistive animal is expected to be well behaved. If an assistive animal misbehaves, the Housing Authority has the right to ask the resident to remove the animal from the immediate area.

No assistive animal shall be abandoned when the resident vacates.

Assistive animals may not be left unattended in dwelling units for over 48 hours.

Animal bedding shall not be washed in the Housing Authority laundry facilities.

In the event of the animal's death, the resident shall be responsible for disposing of the animal remains in accordance with federal, state, and/or city laws, rules, or regulations.

19.6 RIGHTS OF OTHER TENANTS AND AUTHORITY EMPLOYEES

Each assistive animal owner shall maintain their animal in such a manner as to prevent the animal from becoming a nuisance or a threat to the health and safety of Housing Authority employees, the public, or other residents by reason of noise, unpleasant odors, or other objectionable situations.

Repeated substantiated complaints by neighbors or Housing Authority personnel regarding assistive animals disturbing the peace through noise, odor, animal waste, or other nuisance will result in the owner having to remove the animal or the Lease Agreement may be terminated. Assistive animals that make noise continuously and/or incessantly for a period of 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.

19.7 REMOVAL OF ASSISTIVE/SERVICE ANIMAL

If the assistive animal causes harm to any person, the animal's owner shall be required to permanently remove the animal from Housing Authority property within 24 hours of written notice from the Housing Authority. The animal owner may also be subject to termination of the Lease Agreement.

Assistive animals may not be left unattended in dwelling units for over for over 48 hours. If the animal is left unattended, Housing Authority will have the right to enter the premises and take the animal to be boarded at a local animal care facility at the total expense of the resident.

CRUELTY TO ANIMALS

Cruelty to animals is a violation of state and local law and is a violation of this animal policy. Beating, neglecting, or otherwise harming an animal may be grounds for termination of the Lease Agreement.

VISITING PETS

Visiting pets are not allowed on the grounds or units of the Housing Authority.

VIOLATION OF THE PET POLICY

Failure to comply with any part of the Assistive/Animal Policy or to take corrective action after sufficient notice of violation of the Pet Policy shall be cause for termination of the Lease Agreement and cause for eviction.

NON-COMPLIANCE

Tenants who violate the terms of this Agreement will be required to get rid of the pet within 14 days of written notice by the Housing Authority or face eviction.

INSPECTIONS

The Housing Authority reserves the right to inspect the Tenant's unit as needed to verify unit condition. With the introduction of annual HUD inspections and mandated Housing Agency inspections, it is not unreasonable to expect four inspections per year.

Amount of Pet Fee, if applicable, is \$ 200.00.

Pet Registration Sheet/Information Sheet attached.

I have read the foregoing rules and regulations and policy regarding pets and agree to comply with these requirements.

Tenant/Pet Owner

Date

Spouse/Partner Pet Owner

Date

Stanton Housing Authority Director

Date

TENANT NAME: _____ **UNIT #:** _____

PET NAME: _____

TYPE OF PET: _____

NAME, ADDRESS AND PHONE NUMBER OF INSURANCE COMPANY _____

VETERINARIAN NAME: _____

ADDRESS: _____

PHONE #: _____

TENANT MUST PROVIDE A COPY OF THE LICENSE AND CERTIFICATION FROM THE VETERINARIAN THE ALL SHOTS AND LICENSE ARE CURRENT.

INOCULATIONS CURRENT: _____ YES _____ NO **DATE:** _____

CITY LICENSE CURRENT: _____ YES _____ NO **DATE:** _____

SPAYED/NEUTERED: _____ YES _____ NO

ALTERNATE PET CARE GIVER:

NAME: _____

ADDRESS: _____

PHONE #: _____

1. ASSISTANCE ANIMALS THAT ASSIST PERSONS WITH DISABILITIES ARE CONSIDERED TO BE AUXILIARY AIDS AND ARE EXEMPTED FROM THE PET FEE.
2. ASSISTIVE ANIMALS ARE REQUIRED TO COMPLY WITH ALL STATE AND LOCAL LAWS. OWNERS MUST COMPLY WITH THE SAME GENERAL RULES AS PET OWNERS AS PER THIS POLICY.