

Chapter 14 Pet Policy

The Pet Policy establishes guidelines governing the keeping of common household pets in federally-assisted rental housing. A "common household pet" includes domesticated animals such as dogs, cats, birds, certain rodents, fish, or turtles. The term does not include reptiles.

Assistive animals are considered auxiliary aids on behalf of persons experiencing disabilities. They are not considered "pets". Please see Chapter 15, Assistive Animal Policy, for guidance.

AHFC will not restrict or discriminate against any person in its admission or continued occupancy policies because the person keeps a pet in their dwelling unit. A program applicant may reject a unit adjacent to another unit where pets are kept. This rejection will not affect that applicant's position on the waiting list. AHFC is not obligated to provide alternate housing if an applicant rejects a unit because of pets.

Any tenant wishing to possess a pet must:

1. Complete a *Pet Application & Registration*, form PM637
2. Execute a *Pet Lease Addendum (Family Housing)* PM636
OR, *Pet Lease Addendum (Elderly/Disabled Housing)* form PM647
3. Pay a pet deposit (Assistive Animals are the exception)

The appropriate *Pet Lease Addendum* is then incorporated by reference to the family's *Resident Lease Agreement*.

Violation of the Pet Policy may constitute grounds for a lease violation, removal of the pet, or termination of the lease, depending on the severity of the infraction.

A. PET RESTRICTIONS

Pet restrictions differ for Family Housing and Elderly/Disabled Housing. Pet limits are discussed in the Exhibit that applies to the tenant and tenant's situation.

- Exhibit 14-1 incorporates the specific requirements for pets in Family Housing
- Exhibit 14-2 incorporates the specific requirements for pets in Elderly/Disabled Housing

B. PET REGISTRATION

The tenant must complete the *Pet Application & Registration*, form PM637 to register a pet and provide the following information for cats and dogs:

1. Proof that the pet has current vaccinations required by state or local law
2. Licenses are current as required by state or local law
3. A current and clear photograph of the pet
4. Name, address and phone number of person to be responsible for the pet in the tenant's absence
5. Dogs and cats must be spayed or neutered by six months of age.
6. Proof of current license and inoculation will be updated annually at the annual reexamination

Registration must be renewed at the annual reexamination of income and family composition. Proof of license and vaccinations must be re-verified.

B.1 Refusal To Register Pets

The property manager will send written notification to the tenant stating the reason for denial. The notice of refusal may be combined with a notice of lease violation.

AHFC will refuse to register a pet if:

- The pet is not a *common household pet* as defined in this policy
- Keeping the pet would violate the pet policy
- The pet owner fails to provide complete pet registration information, or fails to update the registration annually
- AHFC reasonably determines that the pet owner is unable to keep the pet in compliance with the pet policy and other lease

obligations. AHFC authorization for pet(s) will be given on a year-by-year basis

- A pet exhibits behavior that is vicious or intimidating, as determined by AHFC personnel
- A pet kept in violation of humane or health laws

AHFC may not refuse to register a pet based on the determination that the pet owner is financially unable to care for the pet.

C. COMMON HOUSEHOLD PETS

The following types and qualifications of common household pets may be registered and admitted in Public Housing. The specific numbers and sizes of pets are described in Exhibits 14-1, and 14-2.

Common household pets include dogs, cats, birds, fish, rodents (guinea pig, hamster, or gerbil ONLY), and turtles. Ownership of any type of reptile is prohibited.

D. PET DEPOSITS AND OTHER FEES

AHFC requires a pet deposit of \$200.00. AHFC will refund the pet deposit if the tenant moves or if the pet is removed. AHFC will deduct charges caused by pets from the pet deposit. The tenant will be billed for any amount that exceeds the pet deposit. A written list of any charges will be sent to the tenant after the tenant vacates the premises.

- Damages caused by the pet, any cost of repairs, and other resulting damages shall be paid by the Tenant
- Pet owners who fail to remove pet waste will be charged for labor
- AHFC will not deduct expenses from the pet deposit while the tenant is in occupancy
- Pet deposits are not a part of rent payable by the resident

E. ALTERATIONS TO UNIT

Tenants can not alter their unit, patio, premises or common areas to create an enclosure for any animal. Installation of pet doors is prohibited.

F. PET AREA RESTRICTIONS

Pets must be maintained within the resident's unit. Pets can not be tethered or tied outside.

Dogs and cats must be kept on a leash or carried when outside of the unit. Pets are not permitted in common areas including lobbies, community rooms and laundry areas except for those common areas which are entrances to and exits from the building.

Dogs and cats must be in a kennel or on a securely attached leash when AHFC personnel enter the unit. Pets other than cats and dogs must be properly caged.

F.1 Visiting Pets

Visiting pets, unless sponsored by a visiting pet program, are prohibited. Staff must take caution when enforcing this provision to avoid placing any limitation upon a person with a disability who relies upon an assistive animal.

Participation by a resident in a visiting pet program sponsored by a humane society or similar nonprofit organization is authorized on the following conditions:

- Visiting pets are limited to no more than 14 consecutive days and nights in any one (1) calendar month.
- All applicable rules and requirements of this Pet Policy shall apply to visiting pets.
- Damage to a dwelling unit or grounds caused by visiting pets is the responsibility of the resident.

Failure to correct violations of the Pet Policy or to pay for pet damages may result in cessation of this provision through issuance of a *Notice to Correct Condition*, or *Notice of Lease Violation*, depending upon the severity of the violation.

G. TENANTS RESPONSIBILITIES

The tenant will comply with the lease, regarding the pet as a family member.

- Noise: Control pet noise so other tenants can enjoy the peaceful enjoyment of their premises. (AHFC will not, under any

circumstances, require pet owners to have any pet's vocal chords removed.)

- Cleaning: Animal waste or the litter from litter boxes shall be picked up/emptied by the pet owner, disposed of in heavy, sealed plastic trash bags, and placed in a trash container immediately.
 - Litter shall not be disposed of by being flushed through a toilet
 - Litter boxes shall be stored inside the resident's dwelling unit
 - Dispose of outside waste by placing it in a sealed plastic bag and disposing of it in an outside trash bin immediately
 - Eliminate any animal or pet odors within or around the unit and to maintain the unit in a sanitary condition at all times
- Pet Care: Pets must be fed and watered inside the unit. Feeding and watering is not allowed on porches, sidewalks, patios or other outside areas
- Feeding stray animals will constitute having a pet without permission of AHFC
- Leaving pets alone: Dogs shall not be left unattended inside a dwelling unit for more than (10) hours. Other pets shall not be left unattended for more than 24 hours
- Tenant shall be responsible for adequate care, nutrition, exercise and medical attention for the pet

H. RESPONSIBLE PARTIES

The resident/pet owner must designate a responsible party 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. That individual is named on the *Lease Addendum for Pets*, form PM636.

I. PET POLICY VIOLATIONS

If it becomes necessary for AHFC personnel to clean a unit or common areas, or dispose of waste attributable to a tenant's pet, AHFC will issue a *Notice to Correct Condition*, form LR415. A reoccurrence of a similar condition within a six month period will result in a *Notice of Lease Violation*.

If AHFC determines that a pet owner or pet has violated a provision of the Policy, it will issue a lease violation. Failure to cure an identified problem within the timeframe given by a *Notice of Lease Violation*, or a repetition of a similar violation occurring within six (6) months, constitute grounds for eviction.

J. LEASE VIOLATION/ PET REMOVAL

Violation of pet restrictions is considered a serious violation of the lease. AHFC will give notice to remove the pet within 24 hours when a pet exhibits vicious, intimidating, or destructive behavior.

If the resident/pet owner and AHFC are unable to resolve the violation at an informal settlement meeting or the pet owner fails to correct the violation in the time period allotted by AHFC, AHFC may serve notice to remove the pet.

The Notice shall contain:

1. A brief statement of the factual basis for AHFC's determination of the Pet Policy that has been violated;
2. The requirement that the resident/pet owner must remove the pet within 30 days or 24 hours (depending on the circumstance) of the notice; and
3. A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures.

K. TERMINATION OF TENANCY

Lease violations and termination for good cause are discussed in Chapter 8, Termination of Tenancy.

AHFC 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.

L. PET REMOVAL

If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the Responsible Party designated by the resident/pet owner. This includes pets who are poorly cared for or have been left unattended **(over 10 hours for dogs, over 24 hours for pets other than dogs)**.

If the responsible party is unwilling or unable to care for the pet, or if AHFC after reasonable efforts cannot contact the responsible party, AHFC may contact the appropriate State or local agency and request the removal of the pet.

If the pet is removed as a result of any act on the part of the pet, the pet will not be allowed back on the premises.

M. EMERGENCIES

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