

Exhibit 6-2 Policy Overview

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Forms

LR402 Animal Residential Lease Agreement Addendum Animal
 PM619 Notice to Correct Condition
 PM626 Orphaned Animal Notice
 PM637 Animal Request
 PM646 Animal Removal Notice
 RA800 Reasonable Accommodation Request
 VF236 Assistive Animal Verification

Administrative Desk Manual

Exhibit 6-2 Animal Policy

This policy establishes guidelines governing animals in federally-assisted rental housing (24 CFR 960.701 and 24 CFR 5.300). AHFC will not restrict or discriminate against any person in its admission or continued occupancy policies because the person keeps an animal in their dwelling unit.

6-2.1 PETS VERSUS ASSISTIVE ANIMALS

Pets and assistive animals are not the same.

- A **pet** is defined by HUD as a “common household pet” which is a domesticated animal such as a dog, cat, bird, fish, turtle, or certain rodents that is traditionally kept in the home for pleasure rather than for commercial purposes. Common household pet does not include reptiles.
- An **assistive animal** is defined by HUD as an animal that is used to assist, support, or provide service to persons with disabilities. Assistive animals are considered auxiliary aids for persons with a disability. They are not considered pets.

AHFC must verify there is a connection between the disability and the accommodation, documented by professional verification of both the disability and the need for an assistive animal.

- If a family can establish that he or she needs an animal as a reasonable accommodation for his/her disability, the animal is an assistive animal.
- If the animal does not remove a barrier to equal enjoyment of housing related to the person’s disability, the animal is a pet.

6-2.1.A Reasonable Accommodation Request

A family may initiate the process by submitting a *Reasonable Accommodation Request* (form RA800). If a professional verification is not submitted with the request, staff may use form VF236 *Assistive Animal Verification* to document a family’s need for an assistive animal. The family must complete the section at the top of the form “The following assistive animal is required.” This section explains how the assistive animal will remove a barrier to full and equal enjoyment of housing.

6-2.1.B Oral or Other Request Type

If a family asks to add an assistive animal to a unit, the family does not have to complete a *Reasonable Accommodation Request*. Staff may proceed directly to form VF236 *Assistive Animal Verification* to document a family’s need for an assistive animal. As

described in the section above, the family must complete the section at the top of the form "The following assistive animal is required."

6-2.2 FAMILY VERSUS ELDERLY HOUSING

Animal rules are the same for all Public Housing units. The two main differences are the number of animals allowed in units of specific sizes and the rules for collecting a pet deposit. Because animal ownership is a lease component, violation of the Animal Policy may constitute grounds for a lease violation, removal of the animal, or termination of the lease.

Although AHFC does not require families to spay or neuter their pets, families are responsible for ensuring that the number or size of pets in the household do not exceed the guidelines below. Non-neutered dogs or cats that subsequently have offspring will place the resident household in violation of their lease.

Animal	0 to 1 bedroom	2 or more bedrooms
Individual Animals		
Dog - maximum weight 50 pounds	1 dog or 1 cat, may not have both	
Cat		
Bird - must be enclosed in a cage at all times	2	3
Fish tank (one large, one small - see below)	2	2
Rodent - must be enclosed in a cage at all times	1	3
Turtle - must be enclosed in a cage at all times	1	3
Animal Combinations		
One dog or one cat with guinea pig, hamster, gerbil, bird, turtle, or fish tank	2 total	3 total
Combination of guinea pig, hamster, gerbil, bird, turtle, or fish tank	2 total	3 total

6-2.2.A Dogs

Dog ownership is restricted to those locations where the family has a yard for their exclusive use.

6-2.2.B Fish

Fish may be added to a household under the following conditions.

1. Maximum number of aquariums: 1
2. Maximum aquarium size: 30 gallons; must be maintained on an approved stand

3. Families may also have a small (one (1) gallon or less) container for fish in another location in the home
4. If families choose to have an aquarium and a smaller container, that will count as two animals

6-2.3 ADDITION OF AN ANIMAL

Animals may be registered and admitted in Public Housing. A family must request permission to add the following animals: cats, dogs, tank for fish or turtles, cage for birds or certain rodents. Families do not have to request permission to add fish to an approved tank or an animal to an approved cage. Ownership of any type of reptile is prohibited.

6-2.3.A Animal Request

Any family wishing to add an animal to his/her household must:

1. Complete an *Animal Request*, form PM637.
 1. Have the animal addition approved by AHFC.
 2. Pay a pet deposit if the animal is a pet. Assistive animals will not be charged a deposit.

The *Animal Request* specifies:

1. Animal request type: pet or assistive
2. General household information
3. Animal type, description, and name
 - Type - dog, cat, fish, etc.
 - Description - a general description such as "five tropical fish", "male orange tabby", or "female black Chihuahua"
 - Name - the name of the animal
4. The contact information for the designated caretaker

AHFC staff will:

1. Approve or disapprove the request.
2. Contact the resident with the disposition of the request.
5. Arrange for payment of the pet deposit, if applicable.
6. File the *Animal Request* in Section A Left of the file.

6-2.3.B Designated Caretaker

The animal owner must designate a responsible party to care for the animal if the owner is unable to care for the animal. That individual must be named when a family requests an animal.

6-2.3.C Disapproval of Animal Request

If an *Animal Request* is denied, AHFC must provide the status to the resident in writing. If the animal already resides in the unit, the disapproval may be included with a *Notice of Lease Violation*.

AHFC will refuse to register an animal if:

1. For pets, the pet is not a common household pet as defined in this policy.
7. Keeping the animal would violate the animal policy.
8. AHFC reasonably determines that the owner is unable to keep the animal in compliance with the animal policy and other lease obligations.
9. An animal exhibits behavior that is vicious or intimidating, as determined by AHFC personnel.
10. An animal is kept in violation of humane or health laws.

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

6-2.3.D Pet Deposits And Other Fees

See Chapter 13 for pet deposit collection methods. A pet deposit may not be used by the family in lieu of payment of rent or any charges due under the lease. AHFC will not deduct expenses from the pet deposit while the family is in occupancy.

1. Damages During Occupancy

Other charges related to animals are listed in the Schedule of Charges. The family is responsible for the following types of charges:

- a. Failure to remove animal waste.
- b. Damages to the premises caused by the animal and any cost of repairs.
- c. Costs of removing an animal and providing alternate care in cases of abandonment or emergencies.

A family will receive written notification of these charges. A family may appeal charges through AHFC's grievance procedure. Charges are due in full upon expiration of the grievance period.

2. Pet Removal Prior to Vacancy

If a pet is no longer residing in a unit and will not be replaced within ten (10) business days, staff must refund the pet deposit. To refund the deposit:

- a. Upon notification from the family, staff will schedule an inspection of the unit to document any damage to the unit from the pet.
- b. Issue appropriate work orders to repair the damages.
- c. Issue the *Tenant Charge Notice* to notify the family of the repairs and associated charges.
- d. Once the grievance period has expired, proceed with the pet deposit refund process. See Chapter 13 for this process.

3. Damages at Move-Out

A written list of charges will be sent to the family after the family vacates the premises. Any damages caused by an animal will be deducted from the pet deposit first.

- a. If the family has other charges due, the remaining pet deposit will be applied to those outstanding balances.
- b. If the family has no other charges, the balance of the pet deposit will be refunded to the family in accordance with the Alaska Uniform Residential Landlord and Tenant Act.

6-2.4 ANIMAL OWNERSHIP

Once an animal has been approved for a household, the family is responsible for ensuring that the animal's behavior does not violate the terms of the Lease.

6-2.4.A Alterations To Unit

A family cannot alter their unit, external areas, the premises, or common areas to create an enclosure for any animal. Installation of animal doors is prohibited.

6-2.4.B Animal Care

The family is responsible for all appropriate care for an animal. This includes nutrition, exercise, and medical attention for the animal. The following specific rules also govern animal care.

1. Animal Waste

Inside or outside animal waste shall be picked up/emptied by the animal owner, disposed of in heavy, sealed plastic trash bags, and placed in a trash container immediately. Eliminate any animal odors within or around the unit to maintain the unit in a sanitary condition at all times.

2. Litter

Animal litter shall be picked up/emptied by the animal owner, disposed of in heavy, sealed plastic trash bags, and placed in a trash container. The family will monitor the litter box to maintain the unit in a sanitary condition. Animal litter shall not be disposed of by being flushed through a toilet. Litter boxes shall be stored inside the resident's dwelling unit.

3. Feeding

Animals must be fed and watered inside the unit. Feeding and watering is not allowed in any common areas. Feeding stray animals will constitute having an animal without the permission of AHFC.

4. Unattended Animals

No animal shall be left without provision for its proper care and feeding. If AHFC is unable to contact the owner or caretaker or in case of an emergency, AHFC may remove the animal from the unit to provide for its care. The family assumes all costs related to removal and alternate care.

5. Animal Housing

Animals must be maintained within the resident's unit. Animals cannot be tethered or tied outside. Animals other than cats and dogs must be properly caged.

6-2.4.C Animal Restraint

A family that fails to control the behavior of an animal may be subject to removal of the animal or possible termination of the lease. Dogs and cats must be kept on a leash, kenneled, or carried when outside of the unit. When AHFC personnel enter the unit:

- Dogs and cats must be in a kennel or on a securely attached leash.
- Other animals must be secured in their appropriate cages or tanks.

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.

6-2.5 VISITING ANIMALS

Visiting animals, unless sponsored by a visiting animal program, are prohibited. A family may not allow animals owned by a guest or visitor within the interior of any portion of the premises. A guest or visitor with a medically documented disability may be accompanied by an assistive animal while visiting the family. Staff should exercise discretion when enforcing this provision to avoid placing any limitation upon a person with a disability who relies upon an assistive animal.

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

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

6-2.6 EMERGENCIES OR ANIMAL COMPLAINTS

AHFC may enter the unit upon receipt of a complaint alleging that the conduct or condition of an animal in the dwelling unit constitutes, under applicable state or local law, a nuisance or a threat to the health or safety of the occupants of the development or other persons in the community where the development is located.

AHFC will take all necessary steps to ensure animals 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 animal in a shelter facility, the cost will be the responsibility of the family/animal owner.

6-2.7 ANIMAL POLICY VIOLATIONS

Failure of a family to control the behavior of an animal or violation of conditions under the Animal Policy may result in a *Notice of Lease Violation*. Repeated failure to abide may lead to removal of the animal or termination of the lease. Violations of the Lease are eligible for AHFC's grievance procedure.

6-2.7.A Minor Violations of the Lease

Minor violations of the Animal Policy are actions such as, but not limited to:

- Failure to properly remove animal waste
- Failure to properly maintain the unit's sanitation due to an animal
- Failure to report or correct minor damages to a unit caused by a animal
- Utilizing a common area for feeding or watering of an animal

AHFC will notify the family of a minor violation by issuing a *Notice to Correct Condition*, form PM619. Repeated failure of a family to correct similar minor violations may result in a *Notice of Lease Violation*.

6-2.7.B Serious Violations of the Lease

If AHFC determines that an animal owner or animal 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 removal of the animal or eviction. Examples of serious violations of the Lease are:

1. Moving an animal into a unit without first requesting permission from AHFC to add the animal
13. Disturbance of the peaceful enjoyment of the premises caused by repeated noise from the animal (24-hour correct required)
14. Failure to maintain control of an animal when in the common areas of the premises (24-hour correct required)
15. Leaving an animal unattended without providing for its care and nutrition (24-hour correct required)
16. Failure to control an animal that exhibits vicious, intimidating, or destructive behavior (24-hour correct required)
17. Failure to properly maintain the unit's sanitation due to an animal (24-hour correct required)
18. Damages to the unit that are in excess of \$400 caused by the animal

6-2.7.C Animal Removal due to Violations of the Lease

If an animal is removed as a result of any act on the part of the animal, the animal will not be allowed back on the premises. AHFC may serve notice to remove an animal if:

- The family and AHFC are unable to resolve a *Notice of Lease Violation*
- The family fails to correct the violation in the time period allotted by AHFC
- The family repeats the violation within a six month period

Staff will serve the *Animal Removal Notice (PM646)* to the family to remove the animal. The notice:

1. States the removal requirement is based on the family's failure to abide by the *Residential Lease Agreement Addendum – Animal*;
2. Contains a brief statement of the factual basis for AHFC's determination to remove the animal;
19. Describes which animal must be removed;
20. Gives a timeframe for removal of the animal (24 hours or 10 days);
21. Advises the family that failure to remove the animal is grounds for terminating the lease;
22. Advises the family that AHFC will not begin the pet deposit refund process until it has verified that the animal is no longer in the unit.

6-2.7.D Animal Removal due to Owner Incapacity

If the death or incapacity of the animal owner threatens the health or safety of the animal, or other factors occur that render the owner unable to care for the animal, AHFC will arrange immediate care (food, water).

1. Staff will first contact the designated animal caretaker by telephone and arrange for the caretaker to take possession of the animal. Staff should allow one (1) day for the person to respond to a message.
23. If the caretaker does not remove the animal or does not want to take possession of the animal, staff will document this in a letter to the caretaker using form PM626 *Orphaned Animal Notice*.
24. If the animal is unattended while the contact attempts are being made, staff may contact the appropriate state or local agency and request the removal of the animal for safekeeping.
25. The caretaker has seven calendar (7) days from the date of the letter to contact AHFC if he/she wishes to take possession of the animal.

6-2.7.E 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 an animal rule violation if:

- The animal owner has failed to remove a animal or correct a animal rule violation within the time period specified; and
- The animal rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease.