

# PUBLIC HOUSING PET POLICY

## INTRODUCTION

In accordance with Section 526 of the Quality Housing and Work Responsibility Act of 1998 (which amends the United States Housing Act of 1937), and 24 CFR, Part 5, Subpart C, the Housing Authority of the County of Lebanon, referred to as "Authority", promulgates this Pet Ownership Policy.

Section 31 of the Quality Housing and Work Responsibility Act of 1998 requires Public Housing Authorities to develop reasonable requirements permitting tenants residing in public housing dwellings to own **common household pets**. The Pet Policy adopted by the Authority prescribes standards of pet care and handling which are necessary to protect the condition of the tenant's unit, the general condition of the premises and to protect the health and safety of tenants, employees and the public.

The regulations in Section 31 of the Quality Housing and Work Responsibility Act of 1998 **DO NOT** apply to service animals that assist persons with disabilities. This exclusion applies to both service animals that reside in public housing and service animals that visit Authority developments. Nothing in this rule shall limit or impair the rights of persons with disabilities.

### A. Guidelines for Pet Ownership

1. A common household pet is defined as a domesticated animal that is traditionally kept in the home for pleasure rather than for commercial purposes.
2. Each household is limited to **one (1) pet per household, per unit**. Allowable pets are limited to the following:

Dog	Hamster/Gerbil
Cat	Guinea pig
Birds (2)	Fish (reasonable number commensurate to aquarium size)

3. The following are not defined as common household pets and are **prohibited**:

Reptiles	Doves	Poultry
Wild animals	Mynah birds	Rabbits
Feral animals	Psittacine birds (Parrots)	
Livestock	Non-human primates	
Mice	Ferrets	
Rats	Pot-bellied pigs	
Pigeons	Hedgehogs	

4. In addition to the above list, any other animal whose protective instincts and/or natural body armor produce a risk to human beings or other animals is prohibited.
5. Pet owners are required to register the pet with the Authority and provide appropriate disclosures **BEFORE** the pet is brought onto Housing Authority property.
6. If a tenant harbors a pet without the Authority's approval or registration, their pet ownership privileges shall be suspended for a period of one (1) year. A repeat violation will result in lifetime suspension of pet ownership privileges or termination of the Lease.
7. No tenant shall keep, raise, train, breed or maintain any pet of any kind at any location, either inside or outside a dwelling unit, for commercial purposes or for fighting.
8. All residents are prohibited from feeding, housing or caring for stray animals. Such action shall constitute having a pet without permission of the Authority.
9. Pets not owned by a current Authority tenant or properly registered and authorized by the Authority are NOT permitted on the premises on a temporary or visiting basis. Trained service animals that are used to assist persons with handicaps or disabilities are excluded from this provision.
10. No pet owner shall keep a pet in violation of State or local health and/or anti-cruelty laws or ordinances. Any failure of the Pet Ownership Policy to define the applicable laws or ordinances does not relieve the pet owners of the responsibility for complying with this requirement.
11. In order to safeguard the health, safety and welfare of tenants, employees and the public, no pet owner shall keep a vicious, dangerous or intimidating pet on the premises. If the pet owner delays or refuses to remove such a pet from the premises, the Authority will effect its removal. The owner will be responsible for any costs associated with the pet's removal and/or subsequent impoundment. The definition of a vicious or dangerous animal is:

- a) any animal that constitutes a physical threat to human beings or other animals;
  - b) any animal which has a disposition or propensity to cause injury or behave in a manner, which could reasonably cause injury to human beings or other animals, regardless of whether or not such behavior is hostile;
  - c) any animal which has, without provocation, bitten, attacked or inflicted injury on any human being or to other animals;
  - d) any animal which has been used in the commission of a crime.
12. A dog or cat's weight may not exceed 25 pounds by adulthood.
  13. A dog or cat's height may not exceed 15 inches (*measured at the shoulder*) by adulthood.
  14. A fish aquarium may not exceed a 20-gallon capacity.
  15. Trained *service animals* that are used to assist persons with disabilities are excluded from the breed, size, weight and type requirements. Their owners are, however, required to assure proper licensing, inoculations, leash restraints, etc.
  16. Dogs shall be licensed annually with the County of Lebanon or as required by State and local laws or ordinances. Dogs must wear a collar with the license tag affixed at all times.
  17. Dogs and cats must be spayed or neutered and the pet owner shall pay the cost thereof. Cats shall also be de-clawed at the owner's expense.
  18. Dogs and cats must be inoculated annually or as required by applicable State and local health and/or anti-cruelty laws or ordinances. The inoculations shall include (but are not limited to) rabies and distemper boosters.
  19. The Authority reserves the right to require the removal of any pet from the premises when the animal's conduct or condition is duly determined to constitute a nuisance or a threat to the health or safety of other persons or animals.
  20. Each owner of a dog or cat shall pay a refundable pet deposit of fifty (\$50) dollars. There is no deposit required for gerbils, hamsters, guinea pigs, birds or fish. The pet deposit is in addition to any other financial obligation imposed on tenants who own or keep a pet. The pet deposit shall be placed into an escrow account and shall be used only when the pet owner no longer keeps a pet or at the termination of the lease.
  21. The pet deposit shall only be used to cover the costs of damages directly attributable to the presence of the pet on the premises. Examples of such costs or damages can include (but are not limited to) the following: repairs and/or replacements to the premises and fumigation of the premises (including flea removal). The Authority will refund the unused portion of the pet deposit to the resident within a reasonable time period after the pet owner vacates Housing Authority property or no longer owns or keeps a pet in the dwelling unit.

22. Each owner of a dog shall pay a \$10.00 monthly pet fee and each owner of a cat shall pay a \$5.00 monthly pet fee. This fee is non-refundable and shall be used to reimburse the Authority for administrative costs related to the tenant's pet ownership.

**B. Pet Registration**

1. A tenant who desires to own a pet shall register the pet at the Authority's office at the time that they are signing the lease for the rental unit or if already in residence, **PRIOR** to the time the pet is brought into the unit.
2. Registration for each animal shall be accomplished by the filing of the following disclosures and forms:
  - a) Name of the adult household member who will be primarily responsible for animal care;
  - b) Detailed description of the pet;
  - c) Color photograph of the pet;
  - d) A health certificate prepared by a veterinarian, including:
    - (1) statement that pet has no communicable disease;
    - (2) spaying or neutering;
    - (3) medical condition precluding spaying or neutering
    - (4) current rabies and distemper vaccinations or species subject to State or local rabies vaccination requirements;
    - (5) name, address and telephone number of veterinarian who will be providing regular care to the pet; and
    - (6) a copy of the license issued by the County of Lebanon for ownership of the animal for whom licensing is a legal requirement.
  - e) Name, address, and telephone number of alternative custodians.
  - f) Proof of liability insurance.
3. The pet owner must provide additional information necessary to ensure compliance with any policies prescribed herein. The pet owner shall be required to sign a statement indicating that he or she has read and received a copy of the Pet Policy and agree to comply with all provisions contained in it.
4. Each pet owner shall provide a written statement from at least one (1) alternative custodian who is willing and able to assume responsibility for the care and keeping of the pet, including (*if necessary*) the removal of the pet from Authority property. If the pet owner becomes ill or is absent from the dwelling unit and unable to care for his or her pet, the alternative custodian shall assume responsibility. Custodian information shall be updated as often as necessary to ensure that the Authority has current information at all times.
5. Upon receipt and validation of the above disclosures, and pet deposit, the Authority will issue the pet owner a Pet Permit authorizing the resident to keep the pet in his/her apartment. In addition, in the case of a dog and cat, the Authority shall issue a decal which must be fixed on

the entrance door to the dwelling.

6. The pet owner shall re-certify the pet's registration at least annually . Re-certification of pet registration shall require the same disclosures as the initial pet registration described above.
7. The Authority shall revoke a pet's registration or refuse to register a pet if the pet owner fails to provide required pet registration information or fails to update the required information at least annually, or when requested by an agent of the Authority or it's designee.

### **C. Pet Care**

1. The pet owner shall house the pet **inside of their dwelling unit**.
2. The pet owner shall provide their pet with adequate food and water, in accordance with reasonable standards and proper care for the specific type of pet.
3. An owner of a dog or cat shall implement effective flea control through measures that produce no toxic hazard to the pet or others that may come into contact with treated animals.
4. A pet owner shall ensure suitable sanitation of the animal's living or sleeping quarters at all times.
5. A representative of the Authority and/or any governmental health or animal control officer or his or her designee, may, at any time, inspect any animal and the premises where the animal is kept. If there are unfavorable conditions present, the pet may be impounded, subject to any provision of State or local health and/or anti-cruelty laws or ordinances in this regard. The Authority shall accept no responsibility for the pet under such circumstances.
6. No dog shall be permitted to remain in an apartment overnight while the tenant is away.

### **D. Handling of Pets**

1. A pet owner is prohibited from altering the dwelling units or the surrounding premises to create a space, hole, container, shelter or enclosure for any pet.
2. A pet owner is prohibited from erecting or placing a cage, crate, shelter or container outside of their dwelling at any time.
3. The pet owner shall always keep a cat or dog on a leash and shall control the animal when it is taken out of the dwelling unit for any purpose. When it is necessary for the pet to be taken through any building public space (such as a common hallway, lobby, etc.) the pet shall be **carried** by the tenant. No individual under twelve (12) years of age may take a pet out of the dwelling unless an adult member of the family accompanies them.
4. A pet owner is prohibited from tethering or chaining an animal outside of or within the dwelling

unit.

5. The pet owner shall remove or restrain a pet when a Housing Authority representative or designee is present in or around their apartment. Examples can include (but are not limited to): repair technicians, inspectors, exterminators, etc.
6. The owner of a bird(s) shall confine them to a cage at all times.
7. Pets are not allowed in lobbies, laundry rooms, social rooms, management offices, hallways and other such common areas in buildings owned by the Authority, other than for reasonable entry to and egress from the building. A pet will not be allowed on the elevators if any resident or guest on the elevator objects. Residents *not accompanied by a pet* have priority use of the elevators. Only one pet of any kind is allowed on the elevators at one time.
8. Any animal running loose will be referred to the local authorities for removal from the premises.
9. In the event of the death of a pet, the pet owner/tenant is responsible for making immediate arrangements for its removal and disposal. *Carcasses may NOT be placed in Authority dumpsters, trash cans or buried on any Authority property.*

#### **E. Pet Waste Removal**

1. The owner of a cat must provide a box with kitty litter inside the dwelling unit, which must be accessible to the cat at all times. The pet owner shall not permit waste in the litter box to accumulate or to become offensive, unsanitary or unsightly. The litter must be cleaned of waste at least every two (2) days and totally replaced at least once each week. The cages for gerbils, hamsters, and guinea pigs must also be cleaned regularly for health purposes and to avoid odors. The pet owner shall dispose of such waste and litter by placing it in a tightly sealed bag or other container and depositing it in the appropriate trash receptacle (trash can or dumpster) outside the apartment where the pet owner resides.
2. The owner of a dog shall not permit their pet to void urine or excrement in any neighboring yards or common public areas.
3. The owner of a dog must allow his/her pet to utilize any designated pet area. The pet owner must remove and dispose of removable waste immediately. Such waste must be placed in a tightly sealed plastic bag and deposited in a trash receptacle approved by the Authority.
4. The owner of a dog shall not permit dog waste to accumulate or to become offensive, unsanitary or unsightly in the yard assigned to the owner's apartment.
5. Pet waste shall not be flushed down toilets, sinks or tubs.

#### **F. Health and Safety**

1. The pet owner shall take the precautions and measures necessary to eliminate offensive pet odors within and around the dwelling unit and shall maintain the dwelling unit in a sanitary condition at all times, as determined by the Authority.
2. A pet owner shall not keep or harbor any pet so as to create offensive odors, excessive noise or unsanitary conditions which create a menace to the health, comfort or safety of other persons or animals.
3. At no time may a pet prohibit an Authority representative or designee from gaining access to Housing Authority property.
4. The Authority reserves the right to seek impoundment and sheltering of any animal if the pet's conduct or condition is duly determined to constitute a nuisance or a threat to the health or safety of other persons or animals. The provisions of State or local health and anti-cruelty laws and ordinances will be observed in making this determination.
5. In the event a dog, cat or other mammal has bitten an individual, the owner of the animal shall report the event to the appropriate municipal police and/or health officials and the Authority within twenty-four (24) hours of the bite.

#### **G. Pet Policy Violation**

If a pet owner has violated any section of the Pet Ownership Policy the Authority will take the actions listed below.

1. A written notice of lease violation or pet violation will be issued to the pet owner. The notice shall contain:
  - a) a statement of the factual basis for the determination and the pet rule or rules alleged to be violated;
  - b) a statement allowing the pet owner ten (10) days from the date of notice to correction to violation(s);
  - c) the pet owner's rights under the administrative grievance procedure.

No notice shall be required if the pet is subject to immediate removal from the premises in accordance with Section H of this policy.

2. If a pet owner fails to correct the violation(s) within the allocated time, the Authority shall follow the procedures for Removal of an Animal found in Section H of this Policy. The said pet shall be prohibited from returning to Housing Authority property pending resolution of any dispute regarding said violation.
3. Three (3) violations of the Pet Ownership Policy (other than serious violations indicated in # 4. Below) within a 12-month period shall result in the revocation of pet ownership privileges, for all members of the unit wherein the pet resides for twelve (12) months.
4. If a resident harbors a pet without Authority approval, permits any dog of any prohibited pedigree in his/her apartment for any period of time, keeps an animal for commercial purposes or fighting, keeps any animal which presents a danger to other tenants or Authority employees, or misrepresents the kind or size of the animal for which he/she is requesting a permit, or for any other serious violation of this Pet Policy, pet ownership privileges for all members of the unit will be suspended or one (1) year. A repeat violation may result in the termination of the resident's dwelling lease or the revocation of pet privileges for the duration of his/her tenancy at the discretion of the Housing Authority.
5. If the Authority must effectuate the removal of any animal, the pet owner shall forfeit the full amount of his/her pet deposit as well as their pet ownership privileges.
6. Serious or repeated violation of the pet regulations may lead to termination of tenancy and the resident's eviction.

## **H. Pet Removal**

1. **CONDITIONS FOR REMOVAL** - An animal is subject to immediate removal from the premises when the Authority determines, on the basis of objective facts, one or more of the following conditions exist:
  - a) A pet prohibits a Authority representative or designee from gaining access to Housing Authority property;
  - b) A pet displays vicious, dangerous, intimidating behavior, displays symptoms of severe illness or demonstrates behavior that constitutes an immediate threat to the health or safety of others. The definition of a vicious or dangerous animal is: any animal that constitutes a physical threat to human beings, or other animals; any animal which has a disposition or propensity to cause injury or behave in a manner which could reasonably cause injury to human beings, or other animals, regardless of whether or not such behavior is hostile; any animal which has, without provocation, bitten, attacked or inflicted injury on any human being or other animal; or any animal which has been used in the commission of a crime.
  - c) There is evidence an animal, left alone, is in danger or distress or has been left unattended for ten (10) hours or more.

d) The tenant has been notified of a violation of this Policy in accordance with Section G and has refused to remove the pet.

2. PROCEDURES FOR REMOVAL OF AN ANIMAL - The Authority will first attempt to contact the pet owner and/or recorded alternative custodian(s) to remove the animal. If contact is unsuccessful or the owner and/or custodian(s) declines, delays or refuses to remove the pet, the animal will be removed from the premises by an Authority representative. The owner shall be responsible for any and all costs associated with the removal and subsequent shelter of the animal.

The said pet shall be prohibited from returning to the Authority property pending resolution of any dispute regarding said violation.

If the Authority must effectuate the removal of any animal, the pet owner shall forfeit the full amount of his/her pet deposit as well as their pet ownership privileges or, depending upon the circumstances, may have his/her lease terminated.