



2016

**PET POLICY – GENERAL OCCUPANCY (FAMILY) PROJECTS
[24 CFR Part 960, Subpart G]**

INTRODUCTION

The purpose of this policy is to establish the PHA's policy and procedures for ownership of pets in general occupancy (family) projects and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. It also establishes reasonable rules governing the keeping of common household pets.

This policy does not apply to animals that are used to assist, support or provide service to persons with disabilities, or to service animals that visit public housing developments.

A. ANIMALS THAT ASSIST, SUPPORT OR PROVIDE SERVICE TO PERSONS WITH DISABILITIES

The resident/pet owner will be required to qualify animals for exclusion from the pet policy that assist, support or provide service to persons with disabilities.

Pet rules will not be applied to animals that assist, support or provide service to persons with disabilities. This exclusion applies to both service animals and companion animals as reasonable accommodation for persons with disabilities. This exclusion applies to such animals that reside in public housing and that visit these developments.

B. STANDARDS FOR PETS

Types of Pets Allowed

There will be only one pet Allowed. No type of pets other than the following may be kept by a resident. The following types and qualifications are consistent with applicable State and local law.

1. Dogs

1. Maximum number: one
2. Maximum adult weight: 20 pounds
3. Must be housebroken
4. Must be spayed or neutered
5. Must have all required inoculations

6. Must be licensed as specified now or in the future by State law and local ordinance
7. Any litter resulting from the pet must be removed immediately from the unit

2. Cats

1. Maximum number: one
2. Must be declawed
3. Must be spayed or neutered
4. Must have all required inoculations
5. Must be trained to use a litter box or other waste receptacle
6. Must be licensed as specified now or in the future by State law or local ordinance
7. Any litter resulting from the pet must be removed from the unit immediately

3. Birds

1. Maximum number: one
2. Must be enclosed in a cage at all times

4. Fish

1. Maximum aquarium size 20 gallons
2. Must be maintained on an approved stand

5. Rodents (Rabbit, guinea pig, hamster, or gerbil ONLY)

1. Maximum number one
2. Must be enclosed in an acceptable cage at all times
3. Must have any or all inoculations as specified now or in the future by State law or local ordinance

The following are NOT considered "common household pets":

4. Domesticated dogs that exceed 20 pounds. (Animals certified to assist persons with disabilities are exempt from this weight limitation).
5. Vicious or intimidating pets. Dog breeds including pit bull/rottweiler/chow/boxer/Doberman/Dalmatian/German shepherd are considered vicious or intimidating breeds and are not allowed.
6. Animals who would be allowed to produce offspring for sale.
7. Wild, feral, or any other animals that are not amenable to routine human handling.
8. Any poisonous animals of any kind.
9. Fish in aquariums exceeding twenty gallons in capacity.
10. Non-human primates.
11. Animals whose climatologically needs cannot be met in the unaltered environment of the individual dwelling unit.

12. Pot-bellied pigs.
13. Ferrets or other animals whose natural protective mechanisms pose a risk of serious bites and/or lacerations to small children.
14. Hedgehogs or other animals whose protective instincts and natural body armor produce a risk of serious puncture injuries to children.
15. Chicks, turtles, or other animals that pose a significant risk of salmonella infection to those who handle them.
16. Pigeons, doves, mynahs, psittacines, and birds of other species that are hosts to the organisms that cause psittacosis in humans.
17. Snakes or other kinds of reptiles.

C. REGISTRATION OF PETS

Pets must be registered with the PHA before they are brought onto the premises. Registration includes certificate signed by a licensed veterinarian or State/local authority that the pet:

18. has received all inoculations required by State or local law
19. has no communicable disease(s) (and)
20. is pest-free.

Registration must be renewed and will be coordinated with the annual reexamination date. Proof of license and inoculation will be submitted at least 60 days prior to annual reexamination.

Each pet owner must provide two color photographs of their pet(s).

Each pet owner must display a “Pet Here” sticker, provided by the PHA, which will be displayed on a front window of the unit at all times.

Approval for the keeping of a pet shall not be extended pending the completion of these requirements.

Refusal to Register Pets:

If the PHA refuses to register a pet, a written notification will be sent to the pet owner stating the reason for denial. The notification will be served in accordance with HUD notice requirements.

The PHA will refuse to register a pet if:

21. The pet is not a “common household pet” as defined in this policy;
22. Keeping the pet would violate any House Rules;
23. The pet owner fails to provide complete pet registration information;

24. The pet owner fails to update the registration annually;
25. The PHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with the provisions of the lease.
26. The notice of refusal may be combined with a notice of pet violation.

D. PET AGREEMENT

Residents who have been approved to have a pet must enter into a Pet Agreement with the PHA.

The Resident will certify, by signing the Pet Agreement that the Resident will adhere to the following rules:

27. Agree that the resident is responsible and liable for all damages caused by their pet(s).
28. All complaints of cruelty and all dog bites will be referred to animal control or applicable agency for investigation and enforcement.
29. All common household pets are to be fed inside the apartment. Feeding is not allowed on porches, sidewalks, patios or other outside areas.
30. Tenants are prohibited from feeding stray animals.
31. Residents shall not feed any stray animals; doing so, or keeping stray or unregistered animals, will be considered having a pet without permission of the Housing Authority.
32. No animals may be tethered or chained outside or inside the dwelling unit.
33. When outside the dwelling unit, all pets must be on a leash or in an animal transport enclosure and under the control of a responsible individual.
34. All fecal matter deposited by the pet(s) must be promptly and completely removed from any common area. Failure to do so will result in a Pet Waste Removal charge of \$25. All animal waste or the litter from litter boxes shall be picked up immediately by the pet owner, disposed of in sealed plastic trash bags, and placed in a trash bin. Litter shall not be disposed of by being flushed through a toilet.
35. Litter boxes shall be stored inside the resident's dwelling unit or in animal enclosures maintained within dwelling units AND must be removed and/or replaced regularly. Failure to do so will result in a Pet Waste Removal charge.

36. The Resident/Pet Owner shall be responsible for the removal of waste from any animal or pet exercise area by placing it in a sealed plastic bag and disposing of it in an outside trash bin immediately.
37. Pet owners must take precautions to eliminate pet odors.
38. The resident/pet owner shall take adequate precautions to eliminate any animal or pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.
39. Mandatory implementation of effective flea control by measures that produce no toxic hazard to children who may come into contact with treated animals.
40. The right of management to enter dwelling unit when there is evidence that an animal left alone is in danger or distress, or is creating a nuisance.
41. The right of management to seek impoundment and sheltering of any animal found to be maintained in violation of housing rules, pending resolution of any dispute regarding such violation, at owner's expense. The resident shall be responsible for any impoundment fees, and the PHA accepts no responsibility for pets so removed.
42. That failure to abide by any animal-related requirement or restriction constitutes a violation of the "Resident's Obligations" in the resident's Lease Agreement.
43. Residents will prevent disturbances by their pets that interfere with the quiet enjoyment of the premises of other residents in their units or in common areas. This includes, but is not limited to, loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.
44. Residents/pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal. Installation of pet doors is prohibited.

E. DESIGNATION OF PET-FREE AREAS

The following areas are designated as no-pet areas:

45. PHA playgrounds
46. PHA day care centers
47. PHA management offices
48. PHA community centers
49. PHA recreation center areas
50. PHA laundry rooms

F. PETS TEMPORARILY ON THE PREMISES

Excluded from the premises are all animals and/or pets not owned by residents, except for service animals.

Residents are prohibited from feeding or harboring stray animals.

This rule excludes visiting pet programs sponsored by a humane society or other non-profit organization and approved by the PHA.

State or local laws governing pets temporarily in dwelling accommodations shall prevail.

G. DEPOSITS FOR PETS

Tenants with animals must pay a pet deposit of \$150 for the purpose of defraying all reasonable costs directly attributable to the presence of a particular pet.

The resident will be responsible for all reasonable expenses directly related to the presence of the animal or pet on the premises, including the cost of repairs and replacement in the apartment, and the cost of animal care facilities if needed.

These charges are due and payable within 30 days of written notification.

The PHA reserves the right to change or increase the required deposit by amendment to these rules.

The PHA will refund the Pet Deposit to the tenant, less any damage caused by the pet to the dwelling unit, within a reasonable time after the tenant moves or upon removal of the pet from the unit.

The PHA will return the Pet Deposit to the former tenant or to the person designated by the former tenant in the event of the former tenant's incapacitation or death.

The PHA will provide the tenant or designee identified above with a written list of any charges against the pet deposit. If the tenant disagrees with the amount charged to the pet deposit, the PHA will provide a meeting to discuss the charges.

All reasonable expenses incurred by the PHA as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the resident, including, but not limited to:

51. The cost of repairs and replacements to the resident's dwelling unit;
52. Fumigation of the dwelling unit;
53. Common areas of the project if applicable
54. The expense of flea disinfestations shall be the responsibility of the resident.

55. If the tenant is in occupancy when such costs occur, the tenant shall be billed for such costs as a current charge.
56. If such expenses occur as the result of a move-out inspection, they will be deducted from the pet deposit. The resident will be billed for any amount that exceeds the pet deposit.

Pet Deposits are not a part of rent payable by the resident.

H. ADDITIONAL PET FEES

The PHA will charge a non-refundable nominal fee of \$100.00 for each household with a pet.

This fee is intended to cover the reasonable operating costs to the project relating to the presence of pets. Reasonable operating costs to the project relating to the presence of pets include, but are not limited to:

57. Landscaping costs
58. Pest control costs
59. Insurance costs
60. Clean-up costs

The nominal fee will be assessed annually.

The PHA reserves the right to change or increase the required deposit by amendment to these rules.

I. PET WASTE REMOVAL CHARGE

A separate pet waste removal charge of \$25.00 per occurrence will be assessed against the resident for violations of the pet policy.

Pet waste removal charges are not part of rent payable by the resident.

J. PET AREA RESTRICTIONS

Pets must be maintained within the resident's unit. When outside of the unit (within the building or on the grounds) dogs and cats must be kept on a leash or carried and under the control of the resident or other responsible individual at all times.

A common household pet must be effectively restrained and under the control of a responsible person when passing through a common area, from the street to the apartment, etc.

Residents/Pet Owners are not permitted to exercise pets or permit pets to deposit waste on project premises outside of the areas designated for such purposes.

K. CLEANLINESS REQUIREMENTS

Litter Box Requirements. All animal waste or the litter from litter boxes shall be picked up/emptied daily 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.

L. PET CARE

No pet (excluding fish) shall be left unattended in any apartment for a period in excess of 24 hours.

All residents/pet owners shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet.

Residents/pet owners must recognize that other residents may have chemical sensitivities or allergies related to pets, or may be easily frightened or disoriented by animals. Pet owners must agree to exercise courtesy with respect to other residents.

M. RESPONSIBLE PARTIES

The resident/pet owner will be required to designate two responsible parties 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.

N. INSPECTIONS

The PHA may, after reasonable notice to the tenant during reasonable hours, enter and inspect the premises, in addition to other inspections allowed.

The PHA may enter and inspect the unit only if a written complaint is received alleging that the conduct or condition of the pet in the unit is a violation, or constitutes a nuisance or threat to the health or safety of the other occupants or other persons in the community under applicable State or local law.

O. PET RULE VIOLATION NOTICE

The authorization for a common household pet may be revoked at any time subject to the Housing Authority's grievance procedure if the pet becomes destructive or a nuisance to others, or if the tenant fails to comply with this policy.

Residents who violate these rules are subject to:

Mandatory removal of the pet from the premises within 30 days of notice by the Housing Authority; or if for a threat to health and safety, removal within 24 hours of notice; Or possibly Lease termination proceedings.

If a determination is made on objective facts supported by written statements, that a resident/pet owner has violated the Pet Rule Policy, written notice will be served.

The Notice will contain a brief statement of the factual basis for the determination and the pet rule(s) that were violated. The notice will also state:

That the resident/pet owner has 10 days from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation;

That the resident pet owner is entitled to be accompanied by another person of his or her choice at the meeting; and

That the resident/pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to terminate the pet owner's tenancy.

If the pet owner requests a meeting within the 10 day period, the meeting will be scheduled no later than 5 calendar days before the effective date of service of the notice, unless the pet owner agrees to a later date in writing.

P. NOTICE FOR PET REMOVAL

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

The Notice shall contain:

61. A brief statement of the factual basis for the PHA's determination of the Pet Rule that has been violated;
62. The requirement that the resident/ pet owner must remove the pet within 30 days of the notice; and
63. A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures.

Q. TERMINATION OF TENANCY

The PHA may initiate procedures for termination of tenancy based on a pet rule violation if:

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

R. 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 that are poorly cared for or have been left unattended for over 24 hours.

If the responsible party is unwilling or unable to care for the pet, or if the PHA after reasonable efforts cannot contact the responsible party, the PHA may contact the appropriate State or local agency and request the removal of the pet, or the PHA may place the pet in a proper facility for up to 30 days. If there is no other solution at the end of 30 days, the PHA may donate the pet to a humane society. Cost of this professional care will be borne by the pet owner.

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

S. EMERGENCIES

The PHA will take all necessary steps to insure 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 the PHA to place the pet in a shelter facility, the cost will be the responsibility of the tenant/pet owner.

This Pet Policy will be incorporated by reference into the Dwelling Lease signed by the resident, and therefore, violation of the above Policy will be grounds for termination of the lease.

PET APPLICATION FORM
SC Regional Housing Authority No. 3

I/We have read the Pet Rules and Policies and agree to abide by the rules and regulations.

I/We would like to make application to _____
Complex to allow the pet described below to live in the dwelling unit located
at _____, Apt.
No. _____.

_____ Current Resident _____ Prospective Resident

Resident's Name: _____ Unit
No. _____

Address: _____

Resident's Telephone Number: _____

Pet's Name: _____ Age: _____

Description of Pet:

Vet's Name: _____ Phone No. _____

Address: _____

License Number: _____

How long have you had this pet? _____

Has your pet lived in rental housing before? If so, where? Please give landlord's name and telephone number.

PET APPLICATION (page 2)

Has your pet ever bitten or hurt anyone? Please describe.

DATE AND EVIDENCE OF:

| <u>TYPE</u> | <u>WEIGHT</u> | <u>CERTIFICATE OF GOOD HEALTH</u> | <u>INOCULATIONS</u> |
|-------------|---------------|-----------------------------------|---------------------|
| DOG | _____ | _____ | _____ |
| CAT | _____ | _____ | _____ |
| OTHER | _____ | _____ | _____ |

*Copies of Certificates must be attached and evidence of renewal of certification must be submitted annually.

| <u>TYPE</u> | <u>DISTEMPER</u> | <u>SPAYED/NEUTERED</u> | <u>LICENSE #</u> |
|-------------|------------------|------------------------|------------------|
| DOG | _____ | _____ | _____ |
| CAT | _____ | _____ | _____ |
| OTHER | _____ | _____ | _____ |

*Copies of License must be attached and must be renewed annually or as a required by Sate or local law.

CERTIFICATE OF GOOD HEALTH

BIRD _____

FISH

AQUARIUM SIZE: _____ GALLONS

PICTURE OF PET

PICTURE OF PET AND PET OWNER

COMMENTS:

SIGNED: _____ DATE: _____

PET AGREEMENT

This Pet Agreement, when executed, becomes an attachment to the lease between _____ (Resident/Pet Owner) and South Carolina Regional Housing Authority No. 3.

“I/We have read and have received an explanation and understand the provisions of the Pet Rules and Policies of _____, dated _____ and agree to comply fully with stipulated provisions.

I/We understand that violation of these rules may constitute cause for the removal of my/our pet from the premises or termination of my/our tenancy (or both).

I/We accept complete responsibility for the care and cleaning of the pet.

When required by the PHA to remove my/our pet from the premises, for cause, I/we agree to accomplish this removal and understand that failure to do so may constitute cause for the initiation of an eviction.

In the event I want to substitute pets, or if the pet is removed from the unit, add another pet, I realize I will have to reapply for approval of the new pet.

RESIDENT: _____

RESIDENT: _____

DATE: _____

UNIT NO: _____

PET APPLICATION (page 5)

WITNESS:

The above named residents (s) has read and signed these rules in my presence:

NAME: _____

TITLE: _____

DATE: _____

RESPONSIBLE PARTY CERTIFICATION

By signing this certification, the undersigned parties agree to take responsibility for the pet described below which belongs to the following Resident:

Resident/Pet Owner Name: _____

Address: _____

Apt. No.: _____ Phone _____

The responsibility includes removing the pet from the premises, either temporarily or permanently, if the Resident/Pet Owner is unable to care for the pet or 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.

PET APPLICATION (page 6)

I certify I will assume the responsibilities described above and will respond to the PHA's request within four hours of notification:

Responsible Party Name: _____

Relationship to the Resident/Pet Owner: _____

Address: _____

City/State/Zip: _____

Work Phone: _____ Home Phone: _____

Responsible Party Name: _____

Relationship to the Resident/Pet Owner: _____

Address: _____

City/State/Zip: _____

Work Phone: _____ Home Phone: _____