

# BOONEVILLE HOUSING AUTHORITY PET POLICY

## OVERVIEW:

The Booneville Housing Authority (BHA) has developed this Policy on the keeping of pets, and any criteria and standards in keeping pets in the BHA dwelling units. These rules have been adopted by the BHA's Board of Commissioners and are reasonably related to the legitimate interest of the BHA to provide decent, safe, and sanitary living environments for all BHA residents. The Policy is also designed to protect and preserve the physical condition of the BHA property as well as the financial interest of the BHA.

The BHA Pet Policy explains the difference between assistance animals and pets and contains specific policies related to the designation of an assistance animal as well as their care and handling. This Policy also sets forth the amount of pet deposits and fees that are applicable to all of the BHA properties.

## I. ASSISTANCE ANIMALS:

Assistance animals are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability, or that provide emotional support that alleviates one or more identified systems or effects of a person's disability. Assistance animals (often referred to as "service animals") perform many disability-related functions, including, but not limited to the following:

- Guiding individuals who are blind or have low vision.
- Alerting individuals who are deaf or hearing impaired.
- Providing minimal protection or rescue assistance
- Pulling a wheelchair
- Fetching items
- Alerting persons to impending seizures
- Providing emotional support to persons with disabilities who have a disability-related need for such support.

**Assistance animals that are needed as a reasonable accommodation for persons with disabilities are not considered pets, and thus, are not subject to the BHA's Pet Policy.**

A person with a disability is not automatically entitled to have an assistance animal. Reasonable accommodation requires that there is a relationship between the person's disability and his/her need for the service animal. The service animal must be able to perform the assistance or provide the benefit needed by the person with the disability. In order for the BHA to deny a person with a disability to have an assistance animal, the following conditions must be considered by the BHA.

- There is reliable objective evidence that the animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation, and

- There is reliable objective evidence that the animal would cause substantial physical damage to the BHA property and property of other BHA residents.
- Residents must care for assistance animals in a manner that complies with State and local laws, including anti-cruelty laws.
- When the resident's care or handling of an assistance animal violates this policy, the BHA will consider whether the violation could be reduced or eliminated by a reasonable accommodation. If the BHA determines that no such accommodation can be made, the BHA may withdraw the approval of a particular assistance animal.

For an assistance animal to be approved by the BHA, there must be a person with disabilities in the household, and the family must request and the BHA approve a reasonable accommodation with the BHA Pet Policy requirements related to assistance animals.

## II. Rules governing keeping of common household pets

**A. Registration of Pets:** The BHA allows residents to house pets on either a temporary or permanent basis. The resident must certify to the BHA in writing all necessary and requested documents prior to approval to house a pet in their dwelling unit prior to acquisition of a pet, and must continue to do so on an annual basis. The resident will be allowed to keep and maintain a pet after the approval by the BHA. The resident must submit an application to keep a pet to the BHA. After approval by the BHA, the resident and the BHA will enter into a formal Pet Agreement.

**All Pets must be registered with the BHA before they are brought onto the premises.**

Registration includes documentation signed by a licensed veterinarian or state/local authority that the pet has received all inoculations required by state or local law, and that the pet has no communicable disease(s) and is pest-free. This registration must be renewed annually and will be coordinated with the annual reexamination date.

**Pets will not be approved to reside in a unit until completion of the registration requirements.**

**B. Refusal to Register Pets:** The BHA will refuse to register a pet if:

The pet is not *a common household pet* as defined in Section III.B.

Keeping the pet would violate any pet restrictions listed in this policy.

The pet owner fails to provide complete pet registration information or fails to update the registration annually.

The applicant has previously been charged with animal cruelty under state or local law; or has been evicted, had to relinquish a pet or been prohibited from future pet ownership due to pet rule violations or a court order.

The BHA 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 provisions of the lease.

**If the BHA refuses to register a pet, a written notification will be sent to the pet owner within 10 business days of the BHA's decision.** The notice will state the reason

for refusing to register the pet and will inform the family of their right to appeal the decision in accordance with the BHA's grievance procedures.

**C. Pet Agreement:** Residents who have been approved to have a pet must enter into a Pet Agreement with the BHA, or the approval of the pet will be withdrawn.

The Pet Agreement is the resident's certification that he or she has received a copy of the BHA's Pet Policy and applicable rules, that he/she has read the Pet Policy applicable rules and understands them and agrees to comply with them.

The resident certifies by signing the Pet Agreement that he/she understands that noncompliance with the BHA's Pet Policy and applicable rules may result in the withdrawal of the BHA approval of the pet or termination of tenancy.

### III. Standards for Pets

The BHA has established reasonable requirements related to pet ownership including, but not limited to:

- Limitations on the number of animals in a unit, based on unit size
- Prohibitions on types of animals that the BHA classifies as dangerous, provided that such classifications are consistent with applicable State and local law.
- Requiring pet owners to have their pets spayed or neutered, and cats declawed.
- The BHA does not require pet owners to have any pet's vocal cords removed.

A. Common household pet means a domesticated animal, such as a dog, cat, bird, fish that is traditionally recognized as a companion animal and is kept in the home for pleasure rather than commercial purposes.

**B. Pet Restrictions:** The following animals are not considered common household pets, and are not permitted to be kept on BHA properties:

- (1) Reptiles
- (2) Any animal whose adult weight exceeds 25 pounds
- (3) Dogs of the pit bull, rottweiler, chow, or boxer breed
- (4) Insects
- (5) Arachnids
- (6) Wild animals or feral animals, such as ferrets or other such animals whose natural protective mechanisms pose a risk to small children of serious bites or lacerations
- (7) Pot-bellied pigs
- (8) Animals used for commercial breeding
- (9) Any other animal not permitted under State or local law or code.

**C. Pet Standards:** The BHA has established the following pet standards for BHA residents.

#### **D. Number of Pets**

- **Dogs**

- Maximum number of 1;
- Maximum weight of 25 pounds
- Must be housebroken
- Must be spayed or neutered
- Must have all required inoculations
- Must be licensed as specified now or in the future by State law and local ordinance.
- **Cats**
  - Maximum number of 1
  - Maximum weight of 10 pounds
  - Must be declawed
  - Must be spayed or neutered
  - Must have all required inoculations
  - Must be trained to use a litter box or other waste receptacle
  - Must be licensed as specified now or in the future by State and local ordinance.
- **Birds**
  - Maximum number of 2
  - Must be in enclosed cage(s) at all times
  - Must have certificate from licensed veterinarian on a yearly basis that bird(s) are free of diseases
- **Fish**
  - Maximum aquarium size of 20 gallons
  - Aquarium must be kept clean
- **Rodents (ONLY guinea pig, hamster, or gerbil)**
  - Maximum number of 4
  - Must be enclosed in cage(s) at all times
  - Cage(s) must be cleaned at least once weekly

#### **D. Other Requirements**

Dogs and cats must be spayed or neutered at the time of registration or, in the case of underage animals, within 30 days of the pet reaching 6 months of age. Exceptions may be made upon veterinary certification that subjecting this particular pet to the procedure would be temporarily or permanently medically unsafe or unnecessary.

Pets must be licensed in accordance with state or local law. Residents must provide proof of licensing at the time of registration and annually, in conjunction with the resident's annual reexamination.

### **IV. Pet Rules**

Pet owners must maintain pets responsibly, in accordance with the BHA's Pet Policy requirements, and in compliance with applicable State and local public health, animal control, and animal cruelty laws and regulations. [24 CFR 5.315; 24 CFR 960.707(a)]

#### **A. Pet Area Restrictions:**

- (1) 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.
- (2) Pets other than dogs or cats must be kept in a cage or carrier.
- (3) 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.
- (4) 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.

**B. Designated Pet/No-Pet Areas:**

Pets are not allowed in common areas. The BHA may direct initial resident moves as may be necessary to establish pet and no-pet areas. The BHA may adjust the pet no-pet areas or may direct such additional moves as may be necessary to accommodate such applicants for tenancy or to meet the changing needs of the existing residents.

**C. Cleanliness:**

The pet owner shall be responsible for the removal of waste from the exercise area by placing it in a sealed plastic bag and disposing of the pet waste in a trash container.

The pet owner shall take adequate precautions to eliminate any pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.

Litter box requirements:

- Pet owners must promptly dispose of waste from litter boxes and must maintain litter boxes in a sanitary manner.
- Litter shall not be disposed of by being flushed through a toilet. Charges for unclogging the toilet due to the improper disposal of pet waste shall be billed to the resident.
- Litter boxes shall be kept inside the resident's dwelling unit.

**D. Alterations to Unit**

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. Pet Care**

Dogs shall never be left unattended in any unit for a period in excess of four hours. Cats shall never be left unattended in any dwelling unit for a period in excess of twenty-four hours.

Each pet owner shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet. Any animal not being cared for properly will be removed from the property by the BHA Management.

Pet owners must agree to control the noise of pets so that such noise does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of their housing unit or BHA premises. Failure to control pet noise may result in the removal of the pet from the premises.

Each pet owner shall be responsible for appropriately training and caring for his/her pet to ensure that the pet is not a nuisance or danger to other residents and does not damage PHA property.

Resident must be aware and recognize that other residents may have chemical sensitivities or allergies related to pets or may be easily frightened by animals. The Resident agrees to exercise common sense and common courtesy with respect to such other Resident's right to the peaceful and quiet enjoyment of common areas and his/her dwelling unit.

No animals may be tethered or chained inside or outside the dwelling unit at any time.

All dogs and cats must wear a flea and tick collar at all times and must have proper identification as to the address of the resident on the collar or tag.

#### **F. Responsible Parties**

The pet owner is 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.

A resident who cares for another resident's pet must notify the BHA and sign a statement that they agree to abide by all of the pet policies.

#### **G. Pets Temporarily on the Premises**

Pets that are not owned by a tenant are only allowed on the premises under the following condition:

- Visitors of a resident that has a handicap and requires a handicap assistance animal; however, the handicap assistant animal must be certified as such.

All other visiting pets, which includes pets of visitors/guests is strictly prohibited from being on the premises.

Residents are prohibited from feeding or harboring stray animals.

This rule does not apply to visiting pet programs sponsored by a humane society or other non-profit organizations, and approved by the BHA.

#### **H. Pet Rule Violations**

All complaints of cruelty and all dog bites will be referred to animal control or an applicable agency for investigation and enforcement.

If a determination is made on objective facts supported by written statements, that a resident/pet owner has violated the pet rules, 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 pet owner has 5 business 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 pet owner is entitled to be accompanied by another person of his or her choice at the meeting
- That the pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to remove the pet, or to terminate the pet owner's tenancy

## **I. Notice of Pet Removal**

If the pet owner and the BHA 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 BHA, the BHA may serve notice to remove the pet.

The notice will contain:

- A brief statement of the factual basis for the BHA's determination of the pet rule that has been violated
- The requirement that the resident/pet owner **must remove the pet within ten (10) calendar days of the notice**
- A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures

## **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 pet owner. This includes pets that appear to be poorly cared for or dogs, which are left unattended for longer than four hours.

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

## **Termination of Tenancy**

The BHA 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
- The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease

## **J. Emergencies**

The BHA 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 immediately removed from the premises by referring the situation to the appropriate state or local entity authorized to remove such animals.

If it is necessary for the BHA to place the pet in a shelter facility, the cost will be the responsibility of 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.

In the event of an emergency which requires response to a resident's dwelling unit by management, maintenance, fire or medical personnel, responding personnel shall not be responsible for locating or returning pets who escape from the dwelling unit during the emergency.

In the event of a building emergency such as fire or flood (but not limited to these particular emergencies), the responding building personnel or outside building personnel (i.e., fire department, managing agent, or others) shall first evacuate residents and guests/visitors, and the, if possible, pets. The BHA is not responsible for pets unable to be rescued in the event of such an emergency.

### **Hold Harmless and Indemnification**

Each resident of the dwelling unit shall hold harmless and indemnify the BHA, its employees, agents, representative and contractors from any liability with regard to the application or approval of a pet to the resident within the dwelling unit. The BHA shall not be responsible for the loss of, or expiration of the life of any pet. During any BHA unit inspection, maintenance, or repairs, by any party, each and every pet shall be maintained in a cage or separated from disturbing the staff, employees, agents, representative, or contractors during their course of work to be performed. The resident shall save harmless the BHA, and all others against claims for injuries to persons or property on the premises. In addition, the resident or responsible party shall indemnify the BHA and all others from any and all liability, court costs, attorney fees, any and all costs the court deems just and proper which arise from the pet.

#### **V. Pet Deposits and Fees:**

**A. Pet Deposits:** The BHA requires all resident who keep pets in their dwelling units to pay a non-refundable pet deposit in the amount of \$100.00 for a dog or cat; and a pet deposit of \$75.00 for all other common household pets as described in Section III.D.

The pet deposit shall be paid in full on or prior to the date the pet is properly registered and approved by the BHA to be brought into the dwelling unit. The BHA may permit gradual accumulation of the pet deposit by the owner, which will be decided by the Executive Director or his designee on a case-by-case basis.

**B. Other Charges:** All reasonable expenses incurred by the BHA as a result of damages directly attributable to the presence of the pet a resident's dwelling unit will be the responsibility of the resident. Such charges include, but are not limited to:

- The cost of repairs and replacements to the resident's dwelling unit
- Fumigation of the dwelling unit
- Repairs to common areas of the project

The expense of flea elimination shall also be the responsibility of the resident.

If the resident is in occupancy when such costs occur, the resident shall be billed for such costs in accordance with the BHA's Maintenance and Damage Charges. Pet deposits will not be applied to the costs of pet-related damages during occupancy.

#### **Pet Waste Removal**

A separate pet waste removal charge of **\$10.00 per occurrence** will be assessed against pet owners who fail to remove pet waste in accordance with this policy.

Notices of pet waste removal charges will be in accordance with requirements regarding notices of adverse action. **Charges are due and payable 14 calendar days after billing.** If the family requests a grievance hearing within the required timeframe, the BHA may not take action for nonpayment of the charge until the conclusion of the grievance process.



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Name

Date