

PET POLICY

INTRODUCTION

This chapter explains the HACNLV's policies on the keeping of pets and any criteria or standards pertaining to the policy. The rules adopted are reasonably related to the legitimate interest of the HACNLV to provide a decent, safe and sanitary living environment for all tenants, to protecting and preserving the physical condition of the property, and the financial interest of the HACNLV.

The purpose of this policy is to establish the HACNLV's policy and procedures for ownership of pets 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.

Residents will comply with the dwelling lease, which requires that no animals or pets of any kind be permitted on the premises without prior written approval of the HACNLV.

Nothing in this policy or the dwelling lease limits or impairs the right of persons with disabilities to own animals that are used to assist them.

The HACNLV Pet Policy does not apply to Assistance Animals. An Assistance Animal is an animal that is needed as a reasonable accommodation for persons with disabilities.

Animals That Assist Persons With Disabilities

Only rules related to the health of the animal, the responsibility of the animal's owner to clean up after the animal and prevent the animal from disturbing others will be applied to animals that assist persons with disabilities.

To meet these exclusions, the resident/pet owner must provide HACNLV with the means to verify that:

That there is a person with disabilities in the household; and

That the animal is needed because of the person's disability.

A. MANAGEMENT APPROVAL OF PETS

All pets must be approved in advance by the HACNLV management. The pet owner must enter into a Pet Agreement with the HACNLV; pay the pet deposit as follows:

DEPOSIT SCHEDULE:

Type of Pet	Deposit
Dog	\$150
Cat	\$150

Fish Aquarium	\$50.00
Fish Bowl (Requires no power and no larger than 2 gallons)	\$0
Caged pets (birds, gerbils, hamsters)	\$0

See Sections D and E following for other management requirements.

B. STANDARDS FOR PETS

Pet rules will not be applied to animals that assist persons with disabilities.

Types of Pets Allowed

No pets except the following will be acceptable:

Dogs

- Maximum number: 1
- Maximum adult weight: 25 pounds
- Maximum height: 20" at shoulder at full growth
- 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: 1
- 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 law or local ordinance

Birds

- Maximum number: 2
- Must be enclosed in a cage at all times

Fish

- Maximum aquarium size: 50 gallons
- Must be maintained on an approved stand

Rodents (guinea pig, hamster, or gerbil ONLY)

- Maximum number: 1
- Must be enclosed in an acceptable cage at all times

Types of Pets Not Allowed

Common household pets permitted in dwelling units do not include:

Animals who would be allowed to produce offspring for sale

Wild animals, feral animals, and any other animals that are unamenable to routine human handling

Animals of species commonly used on farms

Non-human primates (unless as an assistive animal to a person with disabilities)

Animals whose climatological needs cannot be met in the unaltered environment of the individual dwelling unit

Pot-bellied pigs

Snakes, spiders, reptiles, and chickens

The following restrictions apply to pets, based on weight, size and inherent dangerousness, including prohibitions against the keeping of:

Any animal whose weight could exceed 25 pounds by adult hood?

Dogs of the pit bull, rottweiler, chow, or boxer breeds

Ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites and lacerations

Hedgehogs or other animals whose protective instincts and natural body armor produce a risk to children of serious puncture injuries.

Chicks, turtles or other animals that pose a significant risk of salmonella infection to those who handle them

Pigeons, doves, mynah birds, psittacine birds, and birds of other species that are hosts to the organisms causing psittacosis in humans

Tenants are not permitted to have more than one *type* of pet.

C. PETS TEMPORARILY ON THE PREMISES

Pets which are not owned by a tenant will not be allowed; although service animals of persons with disabilities who are visiting the unit are permitted.

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 HACNLV.

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

D. REGISTRATION, ADMINISTRATION, AND OTHER RESTRICTIONS

Registration of Pets

1. Pets must be registered with the HACNLV before they are brought onto the premises. Registration includes certificate 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 provision applies to assistive animals for persons with disabilities.
2. Registration must be renewed and will be coordinated with the annual recertification date and proof of license and inoculation will be submitted at least 30 days prior to annual reexamination. This provision applies to assistive animals for persons with disabilities.
3. Dogs and cats must be spayed or neutered. This provision applies to assistive animals for persons with disabilities.
4. Execution of a Pet Agreement with the HACNLV stating that the tenant acknowledges complete responsibility for the care and cleaning of the pet will be required.
5. Approval for the keeping of a pet shall not be extended pending the completion of these requirements.
6. Registration for each animal is to be accomplished by the filing of the following disclosures and forms:
 - a. A health certificate prepared by a veterinarian (including attestations of no communicable disease and of spaying or neutering or of a medical condition precluding spaying or neutering)
 - b. Documentation of current rabies vaccination for species subject to state or local rabies vaccination requirements
 - c. Copy of the license issued by the applicable municipality for "ownership" of each animal for whom licensing is a legal requirement
 - d. Name, address and telephone number of a veterinarian who will be providing regular care
 - e. Name of the adult household member who will be primarily responsible for animal care

Refusal To Register Pets

1. The HACNLV may not refuse to register a pet based on the determination that the pet owner is financially unable to care for the pet. If the HACNLV refuses to register a pet, a written notification will be sent to the pet owner stating the reason for denial and shall be served in accordance with HUD Notice requirements.
2. The HACNLV will refuse to register a pet if:
 - a. The pet is not a common household pet as defined in this policy;
Keeping the pet would violate any House Pet Rules;
 - b. The pet owner fails to provide complete pet registration information or fails to update the registration annually;
 - c. The HACNLV 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.

A resident who cares for another resident's pet must notify the HACNLV and agree to abide by all of the pet rules in writing.

Pet Agreement

Execution of a Pet Agreement will be required, under which the resident acknowledges:

1. The right of management to enter dwelling unit when there is evidence that an animal left alone is in danger or distress
2. 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
3. Receipt of a copy of all animal-related requirements and restrictions administered by management
4. In the context of public housing, that failure to abide by any animal-related requirement or restriction constitutes a violation of the "Tenant Obligations" appearing at 24 CFR 966.4(f)(4) and, therefore, grounds for lease termination pursuant to 24 CFR 966.4(k)(2)

Other Restrictions

The following other restrictions also apply:

1. A prohibition on the keeping of animals by any resident convicted of a felony or of a misdemeanor relating to treatment of an animal

2. A prohibition on the keeping of any dog or cat over six months of age who is not spayed or neutered
3. A prohibition against keeping animals in any dwelling unit having no air conditioning in which ambient temperatures may exceed 82 degrees at any time of day or night.
4. A restriction against walking or transporting any animal outside of the dwelling unit without use of a leash no longer than five (5') feet or animal transport enclosure.
5. A prohibition against allowing animals on any premises outside of the dwelling unit unaccompanied by a family member, including homeless animals that are being fed or otherwise supported by residents.
6. A prohibition against the tethering or chaining of animals outside of or within the dwelling unit.
7. A prohibition of feeding any dog and/or cat outside the unit.
8. A restriction against subjecting animals to any surgical procedure, such as de-barking or de-clawing, that is typically performed as a substitute for correcting environmental deficiencies and providing proper supervision, or that can render animals abnormally aggressive
9. A requirement for the prompt removal of animal feces deposited in any common area
10. A requirement for regular removal and replacement of litter used in litter boxes or in animal enclosures maintained within dwelling units
11. A requirement for implementation of effective flea control by measures that produce no toxic hazard to children who may come into contact with treated animals
12. Pets are to be restrained so that maintenance can be performed in the unit. The resident **shall**, whenever an inspection or maintenance is scheduled, either be at home or shall have all animals restrained or caged. If a maintenance person enters a unit where an animal is not restrained, maintenance shall not be performed, and the resident pet owner shall be charged a fee of \$25.00. If the situation occurs again, the pet shall be removed from the premises. The Housing Authority shall not be responsible if any animal escapes from the residence due to its maintenance, inspections, or other activities.

State and local public health and anti-cruelty laws are applicable. All complaints of cruelty and all dog bites will be referred to the relevant animal control or police agency for investigation and enforcement.

E. ADDITIONAL FEES AND DEPOSITS FOR PETS

HACNLV requires a pet deposit of \$100 for dogs and cats:

HACNLV will allow gradual payment of the deposit in accordance with the following:

- An initial payment of \$50 on or prior to the date the pet is properly registered and brought into the apartment; and
- Monthly payments in an amount no less than \$50 until the specified deposit has been paid.

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

The HACNLV will refund the pet deposit to the tenant, less any damage caused by the pet to the dwelling unit, upon removal of the pet or the owner from the unit.

The HACNLV 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 HACNLV 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 HACNLV will provide a meeting to discuss the charges.

All reasonable expenses incurred by the HACNLV as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the resident, including:

- The cost of repairs and replacements to the resident's dwelling unit;
- Fumigation of the dwelling unit;
- Common areas of the project.

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

F. ALTERATIONS TO UNIT

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.

G. PET WASTE REMOVAL CHARGE

A separate pet waste removal charge of \$10 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.

All reasonable expenses incurred by the HACNLV, as the result of damages directly attributable to the presence of the pet will be the responsibility of the resident, including:

The cost of repairs and replacements to the dwelling unit;

Fumigation of the dwelling unit.

If the tenant is in occupancy when such costs occur, the tenant shall be billed for such costs as a current charge.

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, which exceeds the pet deposit.

The pet deposit will be refunded when the resident moves out or no longer have a pet on the premises, whichever occurs first.

The expense of flea disinfestations shall be the responsibility of the resident.

H. 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 and under the control of the resident or other responsible adult individual at all times.

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.

I. NOISE

Pet owners must 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 premises. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

J. CLEANLINESS REQUIREMENTS

Litter Box Requirements.

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.

Litter boxes shall be stored inside the resident's dwelling unit.

Removal of Waste From Other Locations.

The Resident/Pet Owner shall be responsible for the removal of waste by placing it in a sealed plastic bag and disposing of it in an outside trash bin.

Any unit occupied by a dog, cat, or rodent will be fumigated at the time the unit is vacated or during regularly scheduled extermination of the unit.

The resident/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.

K. PET CARE

No pet (excluding fish) shall be left unattended in any apartment for a period in excess of 10 consecutive 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.

L. RESPONSIBLE PARTIES

The resident/pet owner will be required to 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.

M. INSPECTIONS

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

N. TERMINATION OF TENANCY

The HACNLV 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.

O. 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 10 consecutive hours.

If the responsible party is unwilling or unable to care for the pet, or if the HACNLV after reasonable efforts cannot contact the responsible party, the HACNLV 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 aggressive act on the part of the pet, the pet will not be allowed back on the premises.

P. EMERGENCIES

The HACNLV 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 HACNLV to place the pet in a shelter facility, the cost will be the responsibility of the tenant/pet owner.

