

Fayette County Housing Authority

PET OWNERSHIP POLICY

A. EXEMPTION FROM THE PET RULES FOR ASSISTANCE ANIMALS (Service and Companion/Support Animals for Individuals with Disabilities)

The rules contained in this pet policy do not apply to assistance animals needed by a person with a disability who has a verified disability-related reason for needing an animal. Assistance animals include both trained “service animals” that work or perform tasks for an individual with a disability and “support animals”¹ that provide therapeutic emotional support. Potential “support animals” include a dog, cat, rabbit, guinea pig, gerbil, hamster, caged bird, turtle or other animal commonly kept in a home. Livestock and reptiles other than turtles are excluded. Assistance animals are not pets, so many aspects of this pet policy do not apply to assistance animals.

For individuals applying for assistance animals, the Housing Authority may require documentation from a qualified medical practitioner limited to:

1. Verification that the person making the request is a person with a disability (if the disability is not readily apparent or previously verified),
2. Verification that the animal is needed by a person with a disability because of the person’s disability,
3. Verification that the animal owned by the individual with a disability will meet the need identified,

In addition, the PHA will require:

4. Verification that someone in the household is able to care for the animal or that alternative arrangements have been made that will not impair the animal’s health or safety.
5. Verification of the name of an individual who will agree to take responsibility for and house the animal if the disabled owner can no longer do so,
6. Verification from a veterinarian that the animal is healthy and current on any required inoculations.
7. Verification of compliance with all applicable Local and State Ordinances and Laws concerning pets including Licensing.
8. There are no size or breed limitations on assistance animals.

The Housing Authority will not require a pet fee or deposit for an assistance animal. The assistance animal must not pose a danger to other residents or staff of the property, must not interfere with the peaceful enjoyment of their premises, and the Tenant will be liable for any damages to the unit or property caused by the assistance animal.

¹ Support animals are sometimes called “comfort animals” or “companion animals”. They do not have to have any special training or certifications

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B. PET RULES

The following rules shall apply for the keeping of common household pets by Residents living in the units operated by the Housing Authority.

1. Common household pets, as authorized by this policy, shall be domesticated animals, such as cats, dogs, fish, birds, rodents (including rabbits), that are traditionally kept in the home for pleasure rather than for commercial purposes. Farm animals (including but not limited to chickens, ducks, geese, turkeys, goats, sheep, horses, cattle, and pigs) are not common household pets and are not permitted.
2. Each resident family will be allowed to house only one (1) warm blooded mammal at any time, one 10-gallon fish tank or one cage with up to 4 birds. Visiting guests with pets are not permitted. Since assistance animals are not pets, visiting guests with assistance animals are permitted.
3. Each resident must register his/her pet with the Authority **BEFORE** it is brought onto the Authority premises. Residents are required to update the registration annually at the annual re-examination. The registration will include: (*Appendix 1*)
 - Information sufficient to identify the pet and to demonstrate that it is a common household pet, including a picture of the pet,
 - A certificate signed by a licensed veterinarian, or a State or Local Authority empowered to inoculate animals, stating that the pet has received all inoculations required by applicable State and Local Law,
 - The name, address, and telephone number of one or more responsible parties who will care for the pet if the pet owner dies, is incapacitated, or is otherwise unable to care for the pet.
 - A statement indicating that the pet owner has read the pet rules and agrees to comply with them, (*Appendix 2*)
 - The Authority may refuse to register a pet if:
 - a) The pet is not a common household pet,
 - b) The housing of the pet would violate any applicable house pet rule,
 - c) The pet owner fails to provide complete pet registration information,
 - d) The pet owner fails to update the pet registration annually,
 - e) The Authority reasonably determines, based on the pet owners' habits and practices and the pet's temperament, that the pet owner will be unable to keep the pet in compliance with the pet rules and other legal obligations,
 - Financial ability to care for the pet will not be a reason for the Authority to refuse to register a pet.
 - The Authority will notify the pet owner if the Authority refuses to register a pet. The notice will:
 - a) State the reasons for refusing to register the pet,
 - b) Be served on the pet owner in accordance with procedure outlined in paragraph B1 of this policy, and

- c) Be combined with a notice of a pet rule violation if appropriate.
4. Cats and dogs shall be limited to small breeds weighing no more than twenty-five (25) pounds and height shall not exceed eighteen (18) inches at adulthood. The size limitations do not apply to assistance animals.
 5. All cat and dog pets are required to be neutered or spayed (unless a veterinarian verifies that this process would be dangerous to the animal's health), cost to be paid by the owner. Verification from a licensed veterinarian is required. Pet owners will be required to present a certificate of health from their veterinarian verifying all required annual vaccines, initially and at re-examination.
 6. In public housing properties, a non-refundable pet fee of \$100 per bedroom of the rental unit shall be made to the Housing Authority. Such fee will be a one-time fee and shall be used to help cover cost of damages to the unit caused by the pet. This fee does not apply to assistance animals for persons with disabilities.
 7. Pets shall be quartered in the Resident's unit.
 8. Dogs and cats shall be kept on a leash or in a crate or carrier and controlled by a responsible individual when taken outside the Resident's unit.
 9. No dog houses will be allowed on the premises.
 10. Visiting guests with pets (other than assistance animals for visitors with disabilities) will not be allowed. Pets (dogs and cats), shall be allowed to run only on the owner's lawn and owners shall clean up after pet after each time the animal eliminates.
 11. Pet owners must comply with all applicable Local and State Ordinances and Laws concerning pets including Licensing.
 12. The pet owner is responsible for the pet's health and condition.
 13. Pets shall be removed from the premises when their conduct or condition is duly determined to constitute a nuisance or a threat to the health and safety of the pet owner, other occupants of the Authority, or the pet, in accordance with paragraph C3 below.
 14. Birds must be kept in regular bird cages and not allowed to fly throughout the unit.
 15. Dishes or containers for food and water will be located within the owner's apartment. Food and/or table scraps, will not be deposited on the owner's porches or yards.
 16. Residents will not feed or water stray animals or wild animals.
 17. Pets will not be allowed on specified common areas (under clotheslines, social rooms, offices, maintenance spaces, playgrounds, etc.).
 18. Each resident family will be responsible for the noise or odor caused by their pet. Obnoxious odors can cause health problems and will not be tolerated.

C. PET RULE VIOLATION PROCEDURE

NOTICE OF PET RULE VIOLATION (Appendix 3):

1. When the Authority determines, on the basis of objective facts supported by written statements, that a pet owner has violated one or more of these rules governing the owning or keeping of pets, the Authority will:

- Serve a notice of the pet rule violation on the owner by sending a letter by first class mail, properly stamped and addressed to the Resident at the leased dwelling unit, with a proper return address, or
 - serve a copy of the notice on any adult answering the door at the Residents' leased dwelling unit, or if no adult responds, by placing the notice under or through the door, if possible, or else by attaching the notice to the door,
2. The notice of pet rule violation must contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated,
 3. The notice must state that the pet owner has ten (10) days from the effective date of service of notice to correct the violation (including, in appropriate circumstances, removal of the pet) or to make a written request for a meeting to discuss the violation. The effective date of service is the day that the notice is delivered or mailed, or in the case of service by posting, on the day that the notice was initially posted,
 4. The notice must state that the pet owner is entitled to be accompanied by another person of his or her choice at the meeting,
 5. The notice must state that the pet owner's failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in initiation of procedures to terminate the pet owner's lease.

PET RULE VIOLATION MEETING:

If the pet owner makes a timely request for a meeting to discuss an alleged pet rule violation, the Authority shall establish a mutually agreeable time and place for the meeting to be held within fifteen (15) days from the effective date of service of the notice of pet rule violation (unless the Authority agrees to a later date).

- The Authority and the pet owner shall discuss any alleged pet rule violation and attempt to correct it and reach an understanding.
- The Authority may, as a result of the meeting, give the pet owner additional time to correct the violation.
- Whatever decision or agreements, if any, are made will be reduced to writing, signed by both parties, with one copy for the pet owner and one copy placed in the Authority's Resident file.

NOTICE OF PET REMOVAL:

If the pet owner and the Authority are unable to resolve the pet rule violation at the pet rule violation meeting, or if the Authority determines that the pet owner has failed to correct the pet rule violation within any additional time provided for this purpose under paragraph B.3 above (or at the meeting, if appropriate), requiring the pet owner to remove the pet. This notice must:

- Contain a brief statement of the factual basis for the determination and the pet rule or rules that have been violated,
- State that the pet owner must remove the pet within ten (10) days of the effective date of service of notice or pet removal (or the meeting, if the notice is served at the meeting),

- State the failure to remove the pet may result in initiation of procedures to terminate the pet owner's residency.

INITIATION OF PROCEDURE TO TERMINATE PET OWNERS RESIDENCY:

The Authority will not initiate procedure to terminate a pet owners' residency based on a pet rule violation unless:

- The pet owner has failed to remove the pet or correct the pet rule violation within the applicable time period specified above,
- The pet rule violation is sufficient to begin procedures to terminate the pet owner's residency under the terms of the lease and application regulations,
- Provisions of Resident's Lease, Section XIV: Termination of Lease will apply in all cases.

D. Protection of the Pet

If the health or safety of a 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, the Authority may:

- Contact the responsible party or parties listed in the registration form and ask that they assume responsibility for the pet,
- If the responsible party or parties are unwilling or unable to care for the pet, the Authority may contact the appropriate State or Local Animal Control Authority, Humane Society or designated agent of such Authority and request the removal of the pet,
- If the Authority is unable to contact the responsible parties, despite reasonable efforts, action as outlined in 1b above will be followed, and
- If the above actions do not produce results, the Authority may enter the pet owner's unit, remove the pet, and place the pet in a facility that will provide care and shelter until the pet owner or a representative of the pet owner is able to assume responsibility for the pet, but no longer than thirty (30) days. The cost of the animal care facility provided under this section shall be charged to the pet owner.

E. Nuisance or Threat to Health or Safety

Nothing in this policy prohibits the Authority or the appropriate City or County authority from requiring the removal of any pet from the Authority property if the pet's conduct or condition is duly determined to constitute, under the provisions of State or Local Law, a nuisance or a threat to the health or safety of other occupants of the Authority property or of other persons in the community where the project is located.

F. Application of Rules

- 1 Pet owners will be responsible and liable for all bodily harm to other residents or individuals. Destruction of personal property belonging to others caused by owner's pet will be the financial obligation of the pet owner.
- 2 All pet rules apply to resident and/or resident's guests.

Appendix I

Pet Agreement

1. Keeping of pets is a serious responsibility and a risk to each resident in the apartment. If you do not properly control and care for a pet, you will be held liable if it causes any damages or disturbs other residents or staff.
2. Conditional Authorization for Pet. You may keep the pet that is described below in the apartment until Dwelling Lease is terminated. Management may terminate this authorization sooner if your right of occupancy is lawfully terminated or if you or your pet, your guests or any member of your household violate any of the rules contained in the Authority's pet Policy or this Agreement.
3. Public Housing Pet Fee. The Pet Fee will be \$100 times the number of bedrooms in your unit for your current pet. The Pet Fee is a one-time, non-refundable charge. (Not applicable to assistance animals for individuals with disabilities)
 - If, at any time in the future, this pet is replaced by another animal, another one-time fee will be charged for that animal.
 - This fee will be used to pay reasonable expenses directly attributable to the presence of the pet in the complex, including but not limited to, the cost of repairs to and fumigation of the apartment.
4. Liability Not Limited. The fee under this Pet Agreement does not limit resident's liability for property damages, cleaning, deodorization, de-fleaing, replacements, or personal injuries.
5. Description of Pet. You may keep only one pet as described below. The pet may not exceed eighteen (18) inches in height at the shoulder and twenty five (25) pounds in adult weight. You may not substitute other pets for this one without amending this agreement.

Pet's Name _____ Type _____

Breed _____ Color _____ Weight _____ Age _____

Housebroken? _____ City of License _____ License No. _____

Date of last Rabies shot _____

Name, address and phone number of person able to care for pet in case of resident's permanent or temporary inability to care for animals

Name _____

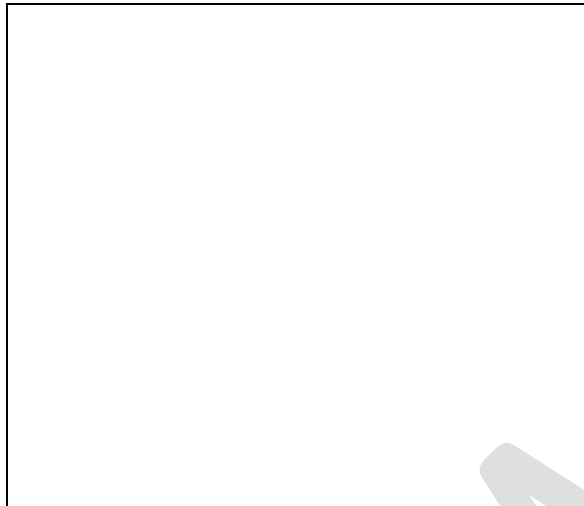
Address _____

Phone _____

Appendix 2

Pet Policy Certification

Attach photo of Pet here



By _____

Title _____

Housing Authority

Resident _____

Resident _____

Resident _____

I have read, fully understand and will abide by the rules and regulations contained in the Housing Authority Pet Policy and in this Pet Agreement.

Appendix 3
Pet Policy Rules Violation Notice

DATE: _____

TIME: (IF DELIVERED) _____ A.M. / P.M.

TO: _____

NAME OF RESIDENT: _____

STREET ADDRESS: _____

CITY, STATE, ZIP CODE

PET NAME OR TYPE: _____

This notice hereby informs you of the following pet rule violation:

Factual Basis for Determination of Violation: _____

As pet owner you have ten (10) calendar days from the date shown on this notice (date notice delivered or mailed) in which to correct the violation or make a written request for a meeting to discuss the violation.

As pet owner you are entitled to be accompanied by another person of your choice at the meeting.

Failure to correct the violation, to request a meeting, or to appear at the requested meeting may result in initiation of procedures to terminate your tenancy.

Executive Director