

## **Chapter 10**

### **PETS**

[24 CFR 5, Subpart C; 24 CFR 960, Subpart G]

#### **INTRODUCTION**

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

The chapter is organized as follows:

Part I: Assistance Animals. This part explains the difference between assistance animals and pets and contains policies related to the designation of an assistance animal as well as their care and handling.

Part II: Pet policies for all developments. This part includes pet policies that are common to both elderly/disabled developments and general occupancy developments.

Part III: Pet deposits and fees for elderly/disabled developments. This part contains policies for pet deposits and fees that are applicable to elderly/disabled developments.

Part IV: Pet deposits and fees for general occupancy developments. This part contains policies for pet deposits and fees that are applicable to general occupancy developments.

## PART I: ASSISTANCE ANIMALS/~~EMOTIONAL SUPPORT ANIMALS~~

[Section 504; Fair Housing Act (42 U.S.C.); 24 CFR 5.303]

### 10-IA. OVERVIEW

This part discusses situations under which permission for an assistance animal/~~emotional support animal~~ may be denied, and also establishes standards for the care of assistance/~~emotional support~~ 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 symptoms or effects of a person's disability.~~ Assistance animals – often referred to as “service animals,” or “assistive animals,” ~~“support animals,” or “therapy 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 housing authority’s pet policies described in Parts II through IV of this chapter [24 CFR 5.303; 960.705].

~~Emotional Support animals are defined as any animal that provides emotional support alleviating one or more symptoms or effects of a person’s disability. Emotional support animals do not have special training to perform tasks that assist people with disabilities. Emotional support animals that are needed as a reasonable accommodation for persons with disabilities are not considered pets, and thus, are not subject to the housing authority’s pet policies described in Parts II through IV of this chapter [24 CFR 5.303; 960.705].~~

## **10-I.B. APPROVAL OF ASSISTANCE ANIMALS/~~EMOTIONAL SUPPORT ANIMALS~~**

A person with a disability is not automatically entitled to have an assistance/~~emotional support~~ animal. Reasonable accommodation requires that there is a relationship between the person's disability and his or her need for the animal [PH Occ GB, p. 179].

The housing authority may not refuse to allow a person with a disability to have an assistance animal merely because the animal does not have formal training. Some, but not all, animals that assist persons with disabilities are professionally trained. Other assistance animals are trained by the owners themselves and, in some cases, no special training is required. The question is whether or not the animal performs the assistance or provides the benefit needed by the person with the disability [PH Occ GB, p. 178].

The housing authority's ~~refusal~~ **may refuse** to permit persons with a disability to use and live with an assistance animal/~~emotional support animal if it is determined that is needed would violate Section 504 of the Rehabilitation Act and the Fair Housing Act unless [PH Occ GB, p. 179]:~~

- 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
- There is reliable objective evidence that the animal would cause substantial physical damage to the property of others

The housing authority has the authority to regulate assistance/~~emotional support~~ animals under applicable federal, state, and local law [24 CFR 5.303(b)(3); 960.705(b)(3)].

### **GDPM Policy**

For an animal to be excluded from the pet policy and be considered an assistance animal/~~emotional support animal~~, ~~there must be a person with disabilities in the household,~~ **and** the family must request, and GDPM approve a reasonable accommodation in accordance with the policies contained in Chapter 2.

## **10-I.C. CARE AND HANDLING**

HUD regulations do not affect any authority a housing authority may have to regulate assistance animals under federal, state, and local law [24 CFR 5.303; 24 CFR 960.705].

### **GDPM Policy**

Residents must care for assistance/emotional support animals in a manner that complies with state and local laws, including anti-cruelty laws.

Residents must ensure that assistance/emotional support animals do not pose a direct threat to the health or safety of others, or cause substantial physical damage to the development, dwelling unit, or property of other residents.

When a resident's care or handling of an assistance/emotional support animal violates these policies, the housing authority will consider whether the violation could be reduced or eliminated by a reasonable accommodation. If GDPM determines that no such accommodation can be made, GDPM may withdraw the approval of a particular assistance animal.

## **PART II: PET POLICIES FOR ALL DEVELOPMENTS**

[24 CFR 5, Subpart C; 24 CFR 960, Subpart G]

### **10-II.A. OVERVIEW**

The purpose of a pet policy is to establish clear guidelines 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. This part contains pet policies that apply to all developments.

### **10-II.B. MANAGEMENT APPROVAL OF PETS**

#### **Registration of Pets**

The housing authority may require registration of the pet with the housing authority [24 CFR 960.707(b)(5)].

#### **GDPM Policy**

Pets must be registered with GPDM 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.

## **Refusal to Register Pets**

### **GDPM Policy**

Greater Dayton Premier Management will refuse to register a pet if:

The pet is not *a common household pet* as defined in Section 10-II.C. below

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

GDPM 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 GDPM refuses to register a pet, a written notification will be sent to the pet owner within 10 business days of the housing authority'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 housing authority's grievance procedures.

## **Pet Agreement**

### **GDPM Policy**

Residents who have been approved to have a pet must enter into a pet agreement with GDPM, 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 GDPM's pet policy and applicable house rules, that he or she has read the policies and/or rules, understands them, and agrees to comply with them.

The resident further certifies by signing the pet agreement that he or she understands that noncompliance with GDPM's pet policy and applicable house rules may result in the withdrawal of GDPM approval of the pet or termination of tenancy.

## **10-II.C. STANDARDS FOR PETS [24 CFR 5.318; 960.707(b)]**

The housing authority may establish reasonable requirements related to pet ownership including, but not limited to:

- Limitations on the number of animals in a unit, based on unit
- Prohibitions on types of animals that the housing authority classifies as dangerous, provided that such classifications are consistent with applicable state and local law
- Prohibitions on individual animals, based on certain factors, including the size and weight of the animal
- Requiring pet owners to have their pets spayed or neutered

The housing authority may not require pet owners to have any pet's vocal cords removed.

### **Definition of "Common Household Pet"**

There is no regulatory definition of common household pet for public housing programs, although the regulations for pet ownership in both elderly/disabled and general occupancy developments use the term. The regulations for pet ownership in elderly/disabled developments expressly authorize housing authority's to define the term [24 CFR 5.306(2)].

### **GDPM Policy**

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

The following animals are not considered common household pets:

- Reptiles
- Rodents
- Insects
- Arachnids
- Wild animals or feral animals
- Pot-bellied pigs
- Animals used for commercial breeding

## **Pet Restrictions**

### **GDPM Policy**

The following animals are not permitted:

Any animal whose adult weight will exceed 25 pounds

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 or lacerations

Any animal not permitted under state or local law or code

Any animal that displays vicious tendencies, or behaves in a vicious manner toward staff, residents, guests, invitees, or individuals, or animals in the immediate vicinity of the premises etc. Any tenant whose animal acts viciously, or displays vicious tendencies is not subject to the 30-day notice requirement discussed below in 10-D as it is considered a threat to the health and safety of the residents, staff, guests, and premises. GDPM may initiate eviction proceedings immediately by providing a 3-day notice of termination upon information that the pet/assistance animal/emotional support animal acted viciously, or in a vicious manner as defined below (24 cfr 966.4)

“Vicious” is defined as any animal that is, or has shown itself to be dangerous to humans, or other animals.

## **Number of Pets**

### **GDPM Policy**

Residents may own a maximum of 2 pets, only 1 of which may be a dog.

In the case of fish, residents may keep no more than can be maintained in a safe and healthy manner in a tank holding up to 10 gallons. Such a tank or aquarium will be counted as 1 pet.

## **Other Requirements**

### **GDPM Policy**

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.

## **10-II.D. PET RULES**

Pet owners must maintain pets responsibly, in accordance with the housing authority's policies, 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)].

### **Pet Area Restrictions**

#### **GDPM Policy**

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.

Pets other than dogs or cats must be kept in a cage or carrier when outside of the unit.

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.

Pet owners are not permitted to exercise pets or permit pets to deposit waste on site premises outside of the areas designated for such purposes.

#### **Designated Pet/No-Pet Areas [24 CFR 5.318(g), PH Occ GB, p. 182]**

The housing authority may designate buildings, floors of buildings, or sections of buildings as no-pet areas where pets generally may not be permitted. Pet rules may also designate buildings, floors of building, or sections of building for residency by pet-owning tenants.

The housing authority may direct initial tenant moves as may be necessary to establish pet and no-pet areas. The housing authority may not refuse to admit, or delay admission of, an applicant on the grounds that the applicant's admission would violate a pet or no-pet area. The housing authority may adjust the pet and 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 tenants.

The housing authority may not designate an entire development as a no-pet area, since regulations permit residents to own pets.

#### **GDPM Policy**

With the exception of common areas as described in the previous policy, GDPM has not designated any buildings, floors of buildings, or sections of buildings as no-pet areas. In addition, GDPM has not designated any buildings, floors of buildings, or sections of buildings for residency of pet-owning tenants.

## **Cleanliness**

### **GDPM Policy**

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 it in a container provided by the housing authority.

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.

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

## **Alterations to Unit**

### **GDPM Policy**

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.

## **Noise**

### **GDPM Policy**

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

## **Pet Care**

### **GDPM Policy**

Each pet owner shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet.

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 GDPM's property.

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

The pet owner is responsible for the removal of their pets fecal droppings.

## Responsible Parties

### GDPM Policy

The 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.

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

## Pets Temporarily on the Premises

### GDPM Policy

Pets that are not owned by a tenant are not allowed 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 GDPM.

## Pet Rule Violations

### GDPM Policy

All complaints of cruelty and all dog bites ~~will~~ **may** 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 ~~providing that the tenant has 30 days to remove the animal, or to comply with all the applicable rules regarding the pet policy, including by not limited to approval by management, registration, payment of fees, and deposits. If the tenant fails to correct the violation as required in the notice, GDPM may initiate eviction proceedings.~~

~~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 10 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.~~

## **Notice for Pet Removal**

### **GDPM Policy**

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

~~The notice will contain:~~

~~A brief statement of the factual basis for GDPM's determination of the pet rule that has been violated~~

~~The requirement that the resident /pet owner must remove the pet within 30 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**

### **GDPM Policy**

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.

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

## **Termination of Tenancy**

### **GDPM Policy**

GDPM 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.

## **Emergencies**

### **GDPM Policy**

Greater Dayton Premier Management 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 GDPM 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.

## **PART III: PET DEPOSITS AND FEES IN ELDERLY/DISABLED DEVELOPMENTS**

### **10-III.A. OVERVIEW**

This part describes the housing authority's policies for pet deposits and fees in elderly, disabled and mixed population developments. Policies governing deposits and fees in general occupancy developments are described in Part IV.

### **10-III.B. PET DEPOSITS**

#### **Payment of Deposit**

The housing authority may require tenants who own or keep pets in their units to pay a refundable pet deposit. This deposit is in addition to any other financial obligation generally imposed on tenants of the project [24 CFR 5.318(d)(1)].

The maximum amount of pet deposit that may be charged by a housing authority on a per dwelling unit basis, is the higher of the total tenant payment (TTP) or such reasonable fixed amount as the housing may require. The housing authority may permit gradual accumulation of the pet deposit by the pet owner [24 CFR 5.318(d)(3)].

The pet deposit is not part of the rent payable by the resident [24 CFR 5.318(d)(5)].

#### **GDPM Policy**

Pet owners are required to pay the pet deposit equal to either \$200 or the total tenant payment, whichever is lower, for the purpose of defraying all reasonable costs directly attributable to the presence of a particular pet. Generally, the deposit must be paid in full before the pet is brought on the premises but monthly payments can be paid in an agreed upon amount until the deposit has been paid.

#### **Refund of Deposit [24 CFR 5.318(d)(1)]**

The housing authority may use the pet deposit only to pay reasonable expenses directly attributable to the presence of the pet, including (but not limited to) the costs of repairs and replacements to, and fumigation of, the tenant's dwelling unit. The housing authority must refund the unused portion of the pet deposit to the tenant within a reasonable time after the tenant moves from the project or no longer owns or keeps a pet in the unit.

#### **GDPM Policy**

GDPM will refund the pet deposit to the resident, less the costs of any damages caused by the pet to the dwelling unit, within 30 days of move-out or removal of the pet from the unit.

The resident will be billed for any amount that exceeds the pet deposit.

GDPM will provide the resident with a written list of any charges against the pet deposit within 10 business days of the move-out inspection. If the resident disagrees with the amount charged to the pet deposit, GDPM will provide a meeting to discuss the charges.

## **10-III.C. OTHER CHARGES**

### **Pet-Related Damages During Occupancy**

#### **GDPM Policy**

All reasonable expenses incurred by GDPM 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

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 policies in HCV-I.G, Maintenance and Damage Charges. Pet deposits will not be applied to the costs of pet-related damages during occupancy.

Charges for pet-related damage are not part of rent payable by the resident.

### **Pet Waste Removal Charge**

The regulations do not address the PHA's ability to impose charges for house pet rule violations. However, charges for violation of PHA pet rules may be treated like charges for other violations of the lease and PHA tenancy rules.

#### **GDPM Policy**

A separate pet waste removal charge of ~~\$10.00~~ (I believe that we charge \$25.00 according to my observations) per occurrence may be assessed against the pet owners who fail to remove pet waste in accordance with this policy.

Notices of pet waste removal charges may 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, GDPM may not take action for non-payment of the charge until the conclusion of the grievance process.

Charges for pet waste removal are not part of rent payable by the resident.

## **PART IV: PET DEPOSITS AND FEES IN GENERAL OCCUPANCY DEVELOPMENTS**

### **10-IV.A. OVERVIEW**

This part describes Greater Dayton Premier Management's policies for pet deposits and fees for those who reside in general occupancy developments.

### **10-IV.B. PET DEPOSITS**

The housing authority may require a refundable pet deposit to cover additional costs attributable to the pet and not otherwise covered [24 CFR 960.707(b)(1)].

A housing authority that requires a resident to pay a pet deposit must place the deposit in an account of the type required under applicable State or local law for pet deposits, or if there are no such requirements, for rental security deposits, if applicable. The housing authority must comply with such laws as to retention of the deposit, interest, and return of the deposit to the resident, and any other applicable requirements [24 CFR 960.707(d)].

#### **Payment of Deposit**

##### **GDPM Policy**

Pet owners are required to pay a pet deposit of \$200 for the purpose of defraying all reasonable costs directly attributable to the presence of a particular pet. Generally, the deposit must be paid in full before the pet is brought on the premises but monthly payments can be paid in an agreed upon amount until the deposit has been paid.

The pet deposit is not part of rent payable by the resident.

#### **Refund of Deposit**

##### **GDPM Policy**

Greater Dayton Premier Management will refund the remaining pet deposit to the resident, less the costs of any damages caused by the pet to the dwelling unit, within 30 days of move-out or removal of the pet from the unit.

The resident will be billed for any amount that exceeds the pet deposit.

GDPM will provide the resident with a written list of any charges against the pet deposit within 10 business days of the move-out inspection. If the resident disagrees with the amount charged to the pet deposit, the housing authority will provide a meeting to discuss the charges.

#### **10-IV.C. NON-REFUNDABLE NOMINAL PET FEE**

The housing authority may require payment of a non-refundable nominal pet fee to cover the reasonable operating costs to the development relating to the presence of pets [24 CFR 960.707(b)(1)].

##### **GDPM Policy**

GDPM may require pet owners to pay a non-refundable nominal pet fee.

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:

- Landscaping costs

- Pest control costs

- Insurance costs

- Clean-up costs

The pet fee of **\$10.00 (I don't believe that the current rate we are charging is that amount, I think it is more, someone please confirm.)** may be billed on a monthly basis, and payment will be due 14 calendar days after billing.

Charges for the non-refundable pet fee are not part of rent payable by the resident.