

# PET POLICY

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The Quality Housing and Work Responsibility Act of 1998 (QHWRA) permits a resident of a dwelling unit in public housing to own a common household pet in the Lavonia Housing owned and/or operated developments in accordance with this pet policy.

## **1 EXCLUSIONS**

This policy does not apply to animals that are used to assist persons with disabilities. Assistive animals are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors.

## **2 DEFINITION**

Common household pet means a domesticated dog, cat or bird. The weight of the pet at its adult size may not exceed twenty (20) pounds.

## **3 REGISTRATION OF PET**

Prior to bringing any pet onto the premises governed by the Lavonia Housing Authority, the resident ***must*** register the pet with the Lavonia Housing Authority and pay applicable pet deposit(s). The resident must update the registration at least annually to coincide with the annual reexamination of the resident income. The application for registration of the pet includes:

- A. A certificate signed by a licensed veterinarian or State or local authority empowered to inoculate animals (or a designated agent of such authority) stating the pet has received all inoculations required by State and local law and that the pet has been spayed or neutered.
- B. A completed pet information form that is sufficient to identify the pet and to demonstrate that it is a common household pet as defined in this policy.
- C. The name, address, and phone number of two responsible parties who agree to care for the pet if the resident dies, is incapacitated, or is otherwise unable to care for the pet.
- D. Payment of the applicable pet deposit as defined in Section III below.
- E. A signed statement indicating that the resident has read the pet rules and agrees to comply with them, and
- F. Display a rabies tag and/or have necessary documentation upon request.

#### **4 PET DEPOSIT**

Residents who own or keep pets in their units must pay a refundable pet deposit. This deposit is in addition to any other financial obligation generally imposed on residents of the development. The pet deposit fee shall be \$300.00. Upon registration and approval of a pet, the tenant must pay a minimum initial amount of \$150.00. Subsequent payments of at least \$25.00 per month shall be paid along with rent until the full \$300.00 is paid in full. The Lavonia Housing Authority reserves the right to change the required deposit by amendment to this policy.

The Lavonia Housing Authority will use the pet deposit only to pay reasonable expenses directly attributed to the presence of the pet in the development, including but not limited to the cost of repairs and replacements and fumigation of the resident's dwelling unit. If the resident is in occupancy when such costs occur, the resident shall be billed for the repairs as a current charge. When the resident moves from the development, the Lavonia Housing Authority shall refund the unused portion of the pet deposit to the resident within a reasonable time. When the resident remains in the unit but no longer owns or keeps a pet in the dwelling unit, the Lavonia Housing Authority shall credit the unused portion of the pet deposit to the resident's account.

#### **5 GENERAL RULES**

1. The Lavonia Housing Authority will allow only domesticated dog, cat or bird. All dogs and cats must be spayed or neutered.
2. Only one (1) pet per unit will be allowed.
3. Any animal deemed to be potentially harmful to the health or safety of others, including attack or fight trained dogs, will *not* be allowed.
4. When taken outside the resident's unit, dogs and cats must be on a leash or carried and controlled by a responsible adult at all times.
5. All pets must be wearing the appropriate tag(s) at all times. The information on the tag shall include the name of the pet and the resident's name, address, and phone number.
6. Birds must be confined to a cage at all times.
7. Residents shall not permit their pet to disturb, interfere or diminish the peaceful enjoyment of other residents. The terms "disturb, interfere and diminish" shall include but not be limited to barking, howling, chirping, biting, scratching, and other like activities.
8. Residents must provide litter boxes for cat waste, which must be kept inside the dwelling unit. Residents shall not permit refuse from litter boxes to accumulate or become unsightly or unsanitary. Litter boxes must be changed at least once each week.

9. Pet waste must be disposed of in sealed plastic trash bags and placed in a container outside the resident's dwelling in a trash canister provided by the Lavonia Housing Authority.
10. Residents must use ONLY designated areas on the development premises for pet exercise and the deposit of pet waste. Residents are forbidden from exercising their pets or permitting their pets to deposit waste on development premises outside of the designated areas.
- 11 Residents are solely responsible for cleaning up pet droppings, if any, outside the unit and on facility grounds. Droppings must be disposed of by being placed in a sack or bag and then placed in the trash container provided by the Lavonia Housing Authority.
12. Residents shall take adequate precautions and measures necessary to eliminate pet odors within or around the unit and shall maintain the unit in a sanitary condition at all times.
- 13 Resident shall not alter their unit, patio, or unit area in order to create an enclosure or pen for any pet. Residents shall not chain, tie with a rope or affix in any way any pet to any man made fixture, tree or shrubbery outside the dwelling unit.
14. Residents are prohibited from feeding or harboring stray animals. The feeding of stray animals shall constitute having a pet without the written permission of the Lavonia Housing Authority.
15. If a pet is left unattended for a period of twenty-four (24) hours or more, the Lavonia Housing Authority may enter the dwelling unit, remove the pet and transfer it to the proper authorities or responsible parties. The Lavonia Housing Authority assumes no responsibility for the animal(s) under such circumstances.
16. Pets are not allowed in common areas including hallways, lobby areas, and social rooms except those common areas which are entrances to or exits from the building. Under no circumstances are pets to be brought into the management office (with the exception of animals necessary to assist handicapped/disabled individuals).
17. The head of household or designated family member must be present during annual inspections of the unit.
18. Pets that meet the size and type criteria outlined in this policy may visit the developments/buildings where pets are allowed for up to two weeks without Lavonia Housing Authority approval. Residents who have visiting pets must abide by the conditions of this policy regarding health, sanitation, nuisances, and peaceful enjoyment of others. If visiting pets violate this policy or cause the Resident to violate the lease, the Resident will be required to remove the visiting pet.

## **6 REFUSAL TO REGISTER PET**

The Lavonia Housing Authority may refuse to register a pet based on the determination that the head of household is financially unable to care for the pet. If the Lavonia Housing Authority refuses to register a pet, a written notification

will be sent to the head of household stating the reason for denial and shall be served in accordance with HUD notice requirements.

The Lavonia Housing Authority has a right to refuse to register a pet:

- a): If the pet is not a *common household pet* as defined in this policy
- b): If keeping the pet would violate any applicable House Pet Rule.
- c): If the resident fails to provide complete registration information in accordance with this policy or fails to annually update the pet registration, or,
- d): If the Lavonia Housing Authority reasonably determined based on the resident's habits and practices that the resident will be unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament may be considered as a factor in determining the prospective resident's ability to comply with the pet rules and other lease obligations.

The notice of refusal may be combined with a notice of pet violation.

## **7 PET CARE**

All residents having pets shall be responsible for adequate care, nutrition, exercise, and medical attention for his/her pet. This information must be provided to the housing manager annually.

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

## **8 VIOLATIONS**

Any violation of the general rules of this pet policy shall constitute grounds for removal of the pet from the resident's unit or termination of the resident's tenancy, or both, in accordance with the lease.

A separate pet waste removal charge of \$10 per occurrence will be assessed against pet owners who fail to remove pet waste in accordance with this policy.

Any damage to the dwelling unit or grounds thereabout that his caused by the possession of any pet by a resident or guest of a resident will be immediately repaired and the cost of such repairs will be billed to the resident. Repeated violations of this kind will be considered serious violations of the terms and conditions of the lease agreement.

The Lavonia Housing Authority Grievance Procedures shall be applicable to all individual grievances of disputes arising out of violations or alleged violations of this policy.

## **9 EXCLUSIONS**

The pet deposit will be waived for animals that assist persons with disabilities. 24 CFR 942.2 excludes animals that assist the handicapped from this pet policy. This exclusion applies to animals that reside in developments for the elderly and handicapped, as well as animals that visit these developments. The Lavonia Housing Authority may not enforce or apply any pet rules against individuals with animals that are used to assist the handicapped. Nothing in 24 CR 942.2:

1. Limits or impairs the rights of handicapped individuals,
- 2 Authorizes the Lavonia Housing Authority to limit or impair the right of handicapped individuals, or
3. Affects any authority the Lavonia Housing Authority may have to regulate animals that assist the handicapped, under Federal, State, or local law.

To be excluded from the Pet Policy, the head of household must certify the following:

- a). That the animal has been trained to assist with a specified disability,  
and
- b). That the animal actually assists the person with the disability.

## **10. CONFLICTS WITH STATE OR LOCAL LAW OR REGULATIONS**

If there is any applicable State or local law or regulation that conflicts with any portion of the above pet policy, the State or local law or regulation shall apply.