



# AKRON METROPOLITAN HOUSING AUTHORITY PET/ASSISTANCE ANIMAL POLICY



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# PET/ASSISTANCE ANIMAL POLICY

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

## **INTRODUCTION**

PHAs have discretion to decide whether or not to develop policies pertaining to the keeping of pets in public housing units. This Chapter explains the PHA's policies on the keeping of pets and any criteria or standards pertaining to the policy for elderly/disabled and general occupancy (family) projects. The rules adopted are reasonably related to the legitimate interest of this PHA to provide a decent, safe and sanitary living environment for all tenants, to protect and preserve the physical condition of the property, and the financial interest of the PHA.

The purpose of this policy is to establish the PHA's policy and procedures for ownership of pets in elderly and disabled and family units 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.

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.

## **ASSISTANCE ANIMALS THAT ASSIST PERSONS WITH DISABILITIES**

An Assistance Animal is not a pet. Conditions and restrictions that the PHA places on pets may not be applicable to assistance animals (e.g. breed restrictions). There are two types of assistance animals: (1) *service animals* (dogs that are individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability), and (2) *support animals* (other trained or untrained animals that do work, perform tasks, provide assistance, and/or provide therapeutic emotional support for individuals with disabilities). A resident who is a person with a disability may be approved for an assistance animal once a request for reasonable accommodation is submitted and evaluated by the Reasonable Accommodation Committee, unless the disability related need for the animal is obvious. But a person with a disability is not automatically entitled to have an assistance animal. Supporting documentation may be required as part of the evaluation process.

### **A. MANAGEMENT APPROVAL OF PETS/ASSISTANCE ANIMALS**

- All pets must be approved in advance by the PHA management before bringing the animal onto the premises.
- The pet/assistance animal owner must submit and enter into a Pet/Assistance Animal Agreement with the PHA.

## **B. Types of Pets Allowed**

No types of pets other than the following may be kept by a resident

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

### 1. **Dogs**

- Maximum number: one
- Maximum adult weight: 25 pounds
- Maximum adult height: may not exceed 15" at the shoulder
- Must be housebroken
- Must be spayed or neutered (unless under 6 (six) months)
- Must have all required inoculations required by state or local laws
- Must be licensed as specified now or in the future by State law and local ordinance
- Any litter resulting from the pet must be removed immediately from the unit

### 2. **Cats**

- Maximum number: one
- Must be spayed or neutered
- Must have all required inoculations required by state or local laws
- 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
- Any litter resulting from the pet must be removed from the unit immediately

### 3. **Birds**

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

### 4. **Fish**

- Maximum aquarium size: 10 (ten) gallons
- Must be maintained on an approved stand

### 5. **Rodents** (Rabbit, guinea pig, hamster, or gerbil ONLY)

- Maximum number: two
- Must be enclosed in an acceptable cage at all times
- Must have any or all inoculations as specified now or in the future by State law or local ordinance

**The following are NOT considered “common household pets”:**

- Domesticated dogs that exceed 25 pounds or is 15" at the shoulder.  
***Exceptions may apply for dogs approved as assistance animals.  
See ‘Assistance Animals that Assist Persons with Disabilities’ section***
- Vicious or intimidating pets. Dog breeds including Pit Bull, Rottweiler, Chow, Boxer, Doberman, Dalmatian, and German Shepherd are considered vicious or intimidating breeds and are not allowed.  
***Exceptions may apply for dogs approved as assistance animals.  
See ‘Assistance Animals that Assist Persons with Disabilities’ section***
- Animals who would be allowed to produce offspring for sale.
- Wild, feral, or any other animals that are not amenable to routine human handling.
- Any poisonous animals of any kind.
- Fish in aquariums exceeding 10 gallons in capacity.
- Non-human primates.
- Animals whose climatological needs cannot be met in the unaltered environment of the individual dwelling unit.
- Pot-bellied pigs.
- Ferrets or other animals whose natural protective mechanisms pose a risk of serious bites and/or lacerations to children.
- Hedgehogs or other animals whose protective instincts and natural body armor produce a risk of serious puncture injuries to children.
- Chicks, turtles, or other animals that pose a significant risk of salmonella infection to those who handle them.
- Pigeons, doves, mynahs, psittacines, and birds of other species that are hosts to the organisms that cause psittacosis in humans. Snakes or other kinds of reptiles.

**No exotic, wild animals, or any other animal not permitted by state or local laws may be kept by any resident.**

**C. REGISTRATION OF PETS/ASSISTANCE ANIMALS**

**Animals must be registered with the PHA before they are brought onto the premises.**

**Registration includes certificate signed by a licensed veterinarian or State/local authority that the animal:**

- Has received all inoculations required by State or local law
- Has no communicable disease(s) and is pest-free.
- Registration must be renewed annually at the designated development office.

- Animal information, proof of licensing and veterinarian certification must
- Be submitted to the development office when requested by the development manager.
- Each animal owner must provide two color photographs of their animal(s).

### **Refusal to Register Pets**

If the PHA refuses to register a pet, a written notification will be sent to the pet owner stating the reason for denial. The notification will be served in accordance with HUD notice requirements.

### **The PHA will refuse to register a pet if:**

- The pet is not a “common household pet” as defined in this policy;
- The pet owner fails to provide complete pet registration information
- The pet owner fails to update the registration annually;
- The PHA 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.

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

### **D. PET/ASSISTANCE ANIMAL AGREEMENT**

Residents who have been approved to have an animal must enter a Pet/Assistance Animal Agreement with the PHA.

### **The Resident will certify, by signing the Pet/Assistance Animal Agreement, that the Resident will adhere to the following rules:**

- Agree that the resident is responsible and liable for all damages caused by their animals.
- All complaints of cruelty and all dog bites will be referred to animal control or applicable agency for investigation and enforcement.
- All animals are to be fed inside the apartment. Feeding is not allowed on porches, sidewalks, patios, common areas or other outside areas.
- Tenants are prohibited from feeding stray animals on AMHA property. The feeding of stray animals will constitute having a pet without permission of the Housing Authority.
- No animals may be tethered or chained outside or inside the dwelling unit.
- When outside the dwelling unit, all animals must be on a leash or in an animal transport enclosure and under the control of a responsible individual. (Some exceptions may apply per the Americans with Disabilities Act of 2008.)

- Litter boxes shall be stored inside the resident's dwelling unit or in animal enclosures maintained within dwelling units AND must be removed and/or replaced regularly. Failure to do so will result in a Pet Waste Removal charge.
- The animal owner shall be responsible for the removal of waste from any animal or animal exercise area by placing it in a sealed plastic bag and disposing of it in an outside trash bin immediately. All fecal matter deposited by the animal(s) must be promptly and completely removed from any common area. Failure to do so will result in a Pet Waste removal charge of twenty-five dollars (\$25).
- The animal owner shall take adequate precautions to eliminate their animal's odors within or around the unit and to maintain the unit in a sanitary condition at all times.
- Implementation of effective flea control by using methods that produce no toxic hazard to children who may come into contact with treated animals.
- The resident acknowledges the right of management to enter dwelling unit when there is evidence that an animal left alone is in danger or distress, or is creating a nuisance.
- The resident acknowledges management may seek impoundment and sheltering of any animal found to be in violation of housing rules, pending resolution of any dispute regarding such violation, at owner's expense. The resident shall be responsible for any impoundment fees, and the PHA accepts no responsibility for animals so removed.
- That failure to abide by any animal-related requirement or restriction constitutes a violation of the "Resident Obligations" in the resident's Lease Agreement.
- Residents will prevent disturbances by their animals that interfere with the quiet enjoyment of the premises of other residents in their units or in common areas. This includes, but is not limited to, loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.
- Animal 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. LIMITATIONS ON PET OWNERSHIP**

Although the PHA, consistent with statutory intent, generally allows pet ownership in general occupancy (family) developments, upon extensive discussion with [resident/resident groups/resident councils/Resident Advisory Board/Resident Management Corporation/other], the PHA shall limit pet ownership at certain PHA developments or portions of developments. Specific developments and portions of developments are described in the PHA Annual Plan. Limitations include, but are not limited to the following:

- Animals with fur, such as dogs and cats, will not be permitted in developments/portions of developments/duplexes/other where residents

have identified a family member with verified asthma exacerbated by fur or allergies to fur.

#### **F. DESIGNATION OF PET-FREE AREAS**

The following areas are designated as no-pet areas:

- PHA playgrounds
- PHA day care centers
- PHA management offices
- PHA community centers
- PHA recreation center areas

#### **G. PETS TEMPORARILY ON THE PREMISES**

Excluded from the premises are all animals and/or pets not owned by residents, except for service animals.

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 PHA.

#### **H. DEPOSITS FOR PETS (Cats and Dogs)**

Tenants with pets that are either a cat or a dog must pay a pet deposit of \$200.00 for the purpose of defraying all reasonable costs directly attributable to the presence of a particular pet.

- The resident will be responsible for all reasonable expenses directly related to the presence of the animal or pet on the premises, including the cost of repairs and replacement in the apartment, and the cost of animal care facilities if needed.
- These charges are due and payable within 30 days of written notification.
- An initial payment of \$50.00 on or prior to the date the pet is properly registered and brought into the apartment, and;
- Monthly payments will be paid in an agreed upon amount until the specified deposit has been paid.
- The PHA reserves the right to change or increase the required deposit by amendment to these rules.
- The PHA will refund the Pet Deposit to the tenant, less any damage caused by the pet to the dwelling unit, within a reasonable time after the tenant moves or upon removal of the pet from the unit.

- All reasonable expenses incurred by the PHA as a result of damages directly attributable to the presence of the animal in the project will be the responsibility of the resident, including, but not limited to:
  - The cost of repairs and replacements to the resident's dwelling unit;
  - Fumigation of the dwelling unit;
  - Common areas of the project, if applicable.
- The expense of flea deinfestation shall be the responsibility of the resident.
- 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 that exceeds the pet deposit.
- Pet Deposits are not a part of rent payable by the resident.

#### **I. PET/ASSISTANCE ANIMAL AREA RESTRICTIONS**

- Animals 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. (Some exceptions may apply per the Americans with Disabilities Act of 2008).
- A common household pet must be effectively restrained and under the control of a responsible person when passing through a common area, from the street to the apartment, etc.
- 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. Exceptions may apply for animals that are approved as assistance animals necessary for persons with disabilities.
- An area of the development grounds has been designated as the area in which to exercise animals and to permit dogs to relieve themselves of bodily wastes. This area will be identified and marked with signs at each development.
- Animal owners are not permitted to exercise animals or permit animals to deposit waste on project premises outside of the area designated for such purposes.

#### **J. ANIMAL CARE**

- No dog or cat shall be left unattended in any apartment for a period in excess of 12 (twelve) hours. All other animals, excluding fish, shall not be left unattended for more than 24 (twenty four) hours.
- All animal owners shall be responsible for adequate care, nutrition, exercise and medical attention for his/her animal.



- Animal owners must recognize that other residents may have chemical sensitivities or allergies related to animals, or may be easily frightened or disoriented by animals. Animal owners must agree to exercise courtesy with respect to other residents.

#### **K. RESPONSIBLE PARTIES**

The animal owner will be required to designate two responsible parties for the care of the animal if the health or safety of the animal is threatened by the death or incapacity of the animal owner, or by other factors that render the animal owner unable to care for the animal.

#### **L. PET/ASSISTANCE ANIMAL RULE VIOLATION NOTICE**

The authorization for an animal may be revoked at any time subject to the Housing Authority's grievance procedure if the animal becomes destructive or a nuisance to others, or if the tenant fails to comply with this policy.

Residents who violate these rules are subject to:

- Mandatory removal of the animal from the premises within 30 days of notice by the Housing Authority; or if for a threat to health and safety, removal within 24 hours of notice.
- Lease termination proceedings.

If a determination is made on objective facts supported by written statements, that a animal owner has violated the Pet/Assistance Animal Rule Policy, written notice will be served.

The Notice will contain a brief statement of the factual basis for the determination and the pet/assistance animal rule(s), which were violated. The notice will also state:

- That the animal owner has 10 (ten) 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 animal owner is entitled to be accompanied by another person of his or her choice at the meeting; and
- That the animal owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to terminate the animal owner's tenancy.

#### **M. NOTICE FOR ANIMAL REMOVAL**

If the animal owner and the PHA are unable to resolve the violation at the meeting or the animal owner fails to correct the violation in the time period allotted by the PHA, the PHA may serve notice to remove the animal.

The Notice shall contain:

- A brief statement of the factual basis for the PHA's determination of the Pet/Assistance Animal Rule that has been violated;
- The requirement that the animal owner must remove the animal within 2 (two) days of the notice; and
- A statement that failure to remove the animal may result in the initiation of termination of tenancy procedures.

#### **N. TERMINATION OF TENANCY**

The PHA may initiate procedures for termination of tenancy based on a pet/assistance animal rule violation if:

- The animal owner has failed to remove the animal or correct an animal rule violation within the time period specified; and
- The animal rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease.

#### **O. ANIMAL REMOVAL**

If the death or incapacity of the animal owner threatens the health or safety of the animal, or other factors occur that render the owner unable to care for the animal, the situation will be reported to the Responsible Party designated by the animal owner. This includes animals that are poorly cared for or have been left unattended for over 24 (twenty four) hours.

If the responsible party is unwilling or unable to care for the animal, or if the PHA after reasonable efforts cannot contact the responsible party, the PHA may contact the appropriate State or local agency and request the removal of the animal, or the PHA may place the animal in a proper facility for up to 30 days. If there is no other solution at the end of 30 days, the PHA may donate the animal to a humane society. Cost of this professional care will be borne by the animal owner.

If the animal is removed as a result of any aggressive act on the part of the animal, the animal will not be allowed back on the premises.

#### **P. EMERGENCIES**

The PHA will take all necessary steps to insure that animals 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 PHA to place the animal in a shelter facility, the cost will be the responsibility of the animal owner.

This Pet/Assistance Animal Policy will be incorporated by reference into the Dwelling Lease signed by the resident, and therefore, violation of the above Policy will be grounds for termination of the lease.

## **PET/ASSISTANCE ANIMAL POLICY**

The undersigned acknowledges that they have received a copy of the Akron Metropolitan Housing Authority Pet/Assistance Animal Policy. The above information has been thoroughly explained to me/us.

### **LESSEE(S):**

By: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

### **Management:**

By: \_\_\_\_\_ Date: \_\_\_\_\_