

# PET POLICY

## PET POLICY

In compliance with Section 227 of Title II of the Housing and Urban-Rural Recovery Act of 1983, and with 24 CFR Parts 5, 243, 842, and 942, Final Rule, WRHA will permit residents of housing projects built exclusively for occupancy by the elderly and persons with disabilities, to own and keep common household pets in their apartment. This policy sets forth the conditions and guidelines under which pets will be permitted. This policy is to be adhered to at all times.

The purpose of the policy is to ensure that pet ownership will not be injurious to persons or property, or violate the rights of all residents to clean, quiet, and safe surroundings

### **Common Household Pets are defined as follows:**

**Birds:** Including canary, parakeet, finch and other species that are normally kept caged; birds of prey are not permitted.

**Fish:** Tanks or aquariums are not to exceed 20 gallons in capacity. Poisonous or dangerous fish are not permitted. Only one (1) tank or aquarium is permitted per apartment.

**Dogs:** Not to exceed thirty (30) pounds at time of maturity. All dogs must be neutered or spayed. No Pit Bulls, Doberman Pinchers, German Shepherds, Chows or vicious dogs of any breed are allowed.

Service Dog – specifically trained to perform tasks that mitigate a handler's disability

Therapy Dog – trained to bring comfort and joy to those in a hospital, school or other group care environment

Emotional support animal – provides support and emotional support comfort to a handler

**Cats:** All Cats must be neutered or spayed and de-clawed.

Exotic pets such as snakes, monkeys, rodents, etc. are not allowed.

## REGISTRATION

Every pet must be registered with the WRHA's management prior to moving the pet into the unit and updated annually thereafter. Registration requires the following:

- A. A certificate signed by a licensed veterinarian, or a state or local authority empowered to inoculate animals (or designate agent of such authority), stating that the animal has received all inoculations required by the state and local law, if applicable (dogs, cats).
- B. Proof of current license, if applicable (dogs, cats)
- C. Identification tag bearing the owner's name, address, and phone number (dogs, cats)
- D. Proof of neutering/spaying and/or de-clawing, if applicable (dogs, cats)
- E. Photograph (no smaller than 3 x 5) of pet or aquarium.
- F. The name, address, and phone number of a responsible party that will care for the pet
  - a. if the owner becomes temporarily incapacitated.
- G. Fish – size of tank or aquarium must be registered.

## LICENSES AND TAGS

Every dog and cat must wear the appropriate local animal license, a valid rabies tag and a tag bearing the owner's name, address and phone number. All licenses and tags must be current.

## DENSITY OF PETS

Only one (1) dog or cat will be allowed per apartment. Only two (2) birds will be allowed per apartment. The WRHA only will give final approval on type and density of pets. **All Common Household Pets require a \$300 non-refundable deposit.**

## VISITORS AND GUESTS

No visitor or guest will be allowed to bring pets on the premises at anytime. Residents will not be allowed to pet sit. Feeding or caring for stray animals is prohibited and will be considered keeping a pet without permission.

## **PET RESTRAINTS**

All dogs must be on a leash when not in the owner's apartment. The leash must be no longer than three (3) feet.

- A. Cats must be in a caged container or on a leash when taken out of the owner's apartment.
- B. Birds must be in a cage when inside of the resident's apartment or entering or leaving the building.

**Pets that are not properly restrained on WRHA's property will result in fines.**

**1<sup>st</sup> Offense -- \$25, 2<sup>nd</sup> Offense -- \$50, 3<sup>rd</sup> Offense -- \$75 and termination of your lease.**

## **LIABILITY**

Residents owning pets shall be liable for the entire amount of all damages to the Housing Authority premises caused by their pet and all cleaning, de-fleing and deodorizing required because of such pet. Pet owners shall be strictly liable for the entire amount of any injury to the person or property of other residents, staff or visitors of the Housing Authority caused by their pet, and shall indemnify the Housing Authority for all costs of litigation and attorney's fees resulting from such damage. Pet liability insurance can be obtained through most insurance agents and companies.

## **SANITARY STANDARDS AND WASTE DISPOSAL**

- A. Litter boxes must be provided for cats with use or odor-reducing chemicals.
  - B. Fur-bearing pets must wear effective flea collars at all times. Should extermination become necessary, cost of such extermination will be charged to pet owner.
  - C. Pet owners are responsible for immediate removal of the feces of their pet and shall be charged in instances where damages occur to Authority property due to pet or removal of pet feces by staff.
- 1) All pet waste must be placed in a plastic bag and tied securely to reduce odor and placed in designated garbage container and/or trash compactor.
  - 2) Residents with litter boxes must clean them regularly. Noncompliance may result in removal of the pet. The Housing Authority reserves the right to impose a mandatory twice weekly litter box cleaning depending on need. Litter box garbage shall be placed in a plastic bag and deposited outside the building in the garbage container and/or trash compactor.
- D. All apartments with pets must be kept free of pet odors and maintained in a clean and sanitary manner. Pet owner's apartments may be subject to inspections once a month.

## **GENERAL RULES**

The resident agrees to comply with the following rules imposed by the WRHA:

- A. No pet shall be tied up anywhere on Authority property and left unattended for any amount of time.
- B. Pet owners will be required to make arrangements for their pets in the event of vacation or hospitalization.
- C. Dog houses are not allowed on Authority property.
- D. Pet owners are required to have in their possession a pooper scooper and a plastic bag each time they walk their cat or dog to dispose of pet waste.

## **PET RULE VIOLATION AND PET REMOVAL**

- A. If it is determined on the basis of objective facts, supported by written statement, that a pet owner has violated a rule governing the pet policy, the WRHA shall serve a notice of pet rule violation on the pet owner. Serious or repeated violations may result in pet removal or termination of the pet owner's tenancy, or both.
- B. If a pet poses a nuisance such as excessive noise, barking, or whining which disrupts the peace of other residents, owner will remove the pet from premises upon request of WRHA management within forty-eight (48) hours. Nuisance complaints regarding pets are subject to immediate inspections.
- C. If a pet owner becomes unable, either through hospitalization or illness, to care for the pet and the person so designated to care for the pet in the pet owner's absence refuses or is unable physically to care for the pet, the WRHA can officially remove the pet. The Authority accepts no responsibility for pets that are removed.

## **RULE ENFORCEMENT**

Violation of these pet rules will prompt a written notice of violation. The pet owner will have seven (7) days to correct the violation or request an informal hearing at which time the Authority's Grievance Procedure will be followed.

## **GRIEVANCE**

Management and resident agree to utilize the Grievance Procedure described in the Lease Agreement to resolve any dispute between resident and management regarding a pet.

## **DAMAGE DEPOSIT**

A "Pet Damage Deposit" will be required for dogs and cats only; however, all pet owners must comply with registration rules for all other pets. The "Pet Damage Deposit" must be paid in advance and is to be used to pay reasonable expenses directly attributable to the presence of the pet in the project including (but not limited to) the cost of repairs and replacement to, and fumigation of, the resident's dwelling unit. The amount of the "Pet Damage Deposit" will be \$300.00 and is non-refundable.

## **EXCEPTIONS**

This policy does not apply to animals that are used to assist persons with disabilities. This exclusion applies to animals that reside in the development, as well as animals used to assist persons with disabilities that visit the development. Pets used for the purpose of aiding residents with disabilities must have appropriate certification.

## **NO RESIDENT SHALL HOUSE A PET WITHOUT PROPER APPROVAL FROM WRHA**

Approved May 24, 2023