

PET POLICY – GENERAL OCCUPANCY (FAMILY) PROJECTS

**Bloomington Housing Authority
1007 N. Summitt St.
Bloomington, IN 47404**

INTRODUCTION

PHA's cannot prohibit or prevent any resident from owning common household pets.

The PHA pet policy for family projects is subject to public hearing.

This Chapter explains the PHA's policies on the keeping of pets in general occupancy projects and any criteria or standards pertaining to the policy. The rules adopted are reasonably related to the legitimate interest of this PHA to provide a decent, safe and sanitary living environment for all residents, to protecting and preserving 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 general occupancy (family) projects 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 policy does not apply to animals that are used to assist, support or provide service to persons with disabilities, or to service animals that visit public housing developments.

A. ANIMALS THAT ASSIST, SUPPORT OR PROVIDE SERVICE TO PERSONS WITH DISABILITIES

The pet owner will be required to qualify animals (for exclusion from the pet policy) that assist, support or provide service to persons with disabilities.

Pet rules will not be applied to animals that assist, support or provide service to persons with disabilities. This exclusion applies to both service animals and companion animals as reasonable accommodation for persons with disabilities. This exclusion applies to such animals that reside in public housing and that visit these developments.

STANDARDS FOR PETS

Only on dog or cat per household

Types of Pets Allowed

No types of pets other than the following may be kept by a resident. The following types and qualifications are consistent with applicable State and local law.

1. Dogs

Maximum number: 1
Must be housebroken
Must be under fourteen (14) inches from shoulder to feet at full growth
Must be spayed or neutered
Must have all required inoculations
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: 1
Must be spayed or neutered
Must have all required inoculations
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 (See list of non-common birds)

Maximum number 3
Must be enclosed in a cage at all times

4. Fish

Maximum aquarium size: 50 gallons

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

Maximum number: One (1) rabbit and two (2) guinea pigs, hamsters, or gerbils

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" and are prohibited:

Domesticated dogs that exceed fourteen (14) inches. (Animals certified to assist persons with disabilities are exempt from this height limitation).

Vicious or intimidating pets. Dog breeds including Pit bull, Rottweiler, Chow, Boxer, Doberman, Dalmatian, German Shepherd are considered vicious or intimidating breeds and are not allowed.

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 fifty (50) 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 small 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.

C. REGISTRATION OF PETS

Pets 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 pet:

has received all inoculations required by State or local law

has no communicable disease(s) and

is pest-free.

Registration must be renewed and will be coordinated with the annual reexamination date.

Proof of license and inoculation will be submitted at least 30 days prior to annual reexamination.

Each pet owner must provide two (2) color photographs of their pet.

Each pet owner must display a "Pet Owner" sticker, provided by the PHA, which will be displayed on a front window of the unit at all times.

Pet sticker must be turned in when resident moves or pet is no longer in the household or the deposit will be forfeited.

Approval for the keeping of a pet shall not be extended pending the completion of these requirements.

Section 1.01 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;

Keeping the pet would violate any House Rules;

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 the provisions of the lease.

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

D. PET AGREEMENT

Residents who have been approved to have a pet must enter into a Pet Agreement with the PHA.

The Resident will certify, by signing the Pet Agreement, that the Resident will adhere to the following rules:

Agree that the resident is responsible and liable for all damages caused by their pet(s).

All complaints of cruelty and all dog bites will be referred to animal control or applicable agency for investigation and enforcement.

All common household pets are to be fed inside the unit. Feeding is not allowed on porches, sidewalks, patios or other outside areas.

Residents shall not feed any stray animals; doing so, or keeping stray or unregistered animals, will be considered having a pet without permission.

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

When outside the dwelling unit, all pets must be on a leash or in an animal transport enclosure and under the control of a responsible individual.

All fecal matter deposited by the pet(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 (\$25.00). All animal waste or the litter from litter boxes shall be picked up immediately by the pet owner, disposed of in sealed plastic trash bags, and placed in a trash bin. Litter shall not be disposed of by being flushed through a toilet.

Litter boxes shall be stored inside the resident's dwelling unit AND must be removed and/or replaced regularly. Failure to do so will result in a Pet Waste Removal charge.

The resident/pet owner shall take adequate precautions to eliminate any animal or pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.

Mandatory implementation of effective flea control shall be the number one priority of the resident. Any unit found to be infested with fleas must be treated by the resident or the pet must be removed immediately. The resident will face eviction if not in compliance.

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 right of management to seek impoundment and sheltering of any animal found to be maintained in violation of housing rules. The resident shall be responsible for any impoundment fees, and the PHA accepts no responsibility for pets 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 pets that interfere with the peaceful 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.

Residents/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.

E. 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.

F. DEPOSITS FOR PETS

Residents with a dog or a cat must pay a pet deposit of two hundred dollars (\$200.00) for the purpose of defraying all reasonable costs directly attributable to the presence of a particular pet.

The deposit of two hundred dollars (\$200.00) is due on or prior to the date the pet is properly registered and brought into the unit. The Resident may enter into a payment agreement, with \$50.00 down and \$10.00 per month until paid in full.

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 unit; these charges are due and payable within 30 days of written notification.

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 resident, less any damage caused by the pet to the dwelling unit, within a reasonable time after the resident moves or upon removal of the pet from the unit; when the pet sticker is returned. (If the pet sticker is not returned to the BHA the deposit is forfeited).

The PHA will return the Pet Deposit to the former resident or to the person designated by the former resident in the event of the former resident's incapacitation or death.

The PHA will provide the resident or designee identified above with a written list of any charges against the pet deposit. If the resident disagrees with the amount charged to the pet deposit, the PHA will provide a meeting to discuss the charges.

All reasonable expenses incurred by the PHA as a result of damages directly attributable to the presence of the pet 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 resident is in occupancy when such costs occur, the resident 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.

G. ADDITIONAL PET FEES

The PHA does not require a non-refundable nominal fee.

H. PET WASTE REMOVAL CHARGE

A separate pet waste removal charge of twenty-five dollars (\$5.00) per occurrence will be assessed against the resident for violations of the pet policy.

Pet waste removal charges are not part of rent payable by the resident.

I. PET AREA RESTRICTIONS

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.

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 unit, etc.

J. CLEANLINESS REQUIREMENTS

Litter Box Requirements. All animal waste or the litter from litter boxes shall be picked up/emptied twice a week by the pet owner, disposed of in heavy, sealed plastic trash bags, and placed in a trash container immediately.

Litter shall not be disposed of by being flushed through a toilet.

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

K. PET CARE

No pet (excluding fish) shall be left unattended in any unit for a period in excess of twenty-four (24) hours.

All residents/pet owners shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet.

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

L. RESPONSIBLE PARTIES

The resident/pet owner will be required to designate two (2) 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.

M. INSPECTIONS

The PHA may, after reasonable notice to the resident during reasonable hours, enter and inspect the premises, in addition to other inspections allowed.

N. PET RULE VIOLATION NOTICE

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

Residents who violate these rules are subject to:

Mandatory removal of the pet from the premises within ten (10) 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 resident/pet owner has violated the Pet Rule Policy, written notice will be served.

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 resident/pet owner has ten (10) days from the date of the notice to correct the violation and present proof or make written request for a meeting to discuss the violation;

That the resident pet owner is entitled to be accompanied by another person of his or her choice at the meeting; and

That the resident/pet 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 pet owner's tenancy.

If the pet owner requests a meeting within the ten (10) day period, the meeting will be scheduled no later than ten (10) calendar days the date of the request, unless the pet owner agrees to a later date in writing.

O. NOTICE FOR PET REMOVAL

If the resident/pet owner and the PHA 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 PHA, the PHA may serve notice to remove the pet.

The Notice shall contain:

A brief statement of the factual basis for the PHA's determination of the Pet Rule that has been violated;

The requirement that the resident/ pet owner must remove the pet within ten (10) days of the notice; and

A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures.

A copy of "Declaration Unauthorized Pet Removed" form. The form must be signed, dated, and completed and returned to the Bloomington Housing Authority office within five (5) days.

P. TERMINATION OF TENANCY

The PHA 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; and

The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease.

Q. PET REMOVAL

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 resident/pet owner. This includes pets who are poorly cared for or have been left unattended for over twenty-four (24) hours.

If the responsible party is unwilling or unable to care for the pet, 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 pet.

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.

R. EMERGENCIES

The PHA will take all necessary steps to insure 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 referred to the appropriate State or local entity authorized to remove such animals.

This Pet 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.