

PET POLICY/ASSISTANCE ANIMALS

1. Overview

This section explains the Housing Authority of the City of Hazleton's (HHA) policies on the keeping of pets and any criteria or standards pertaining to the policy. The rules adopted are reasonably related to the legitimate interest of this Housing Authority to provide a decent, safe and sanitary living environment for all tenants, to protecting and preserving the physical condition of the property, and the financial interest of the Housing Authority of the City of Hazleton.

2. Enabling Regulations

Section 526 of the Quality Housing and Work Responsibility Act of 1998 (QHWRA) provides that residents of public housing may own 1 or more common household pets. This is subject to the reasonable requirements of HHA. The resident must maintain each pet responsibly and in accordance with applicable State and local public health, animal control, and animal anticruelty laws and regulations along with the policies established in the agency plan for HHA. To this end, the Housing Authority of the City of Hazleton has adopted reasonable pet requirements.

These Reasonable Pet Requirements incorporate the various state and local laws governing pets that include inoculating, licensing, and restraint, and provide sufficient flexibility to protect the rights and privileges of other residents who chose not to own pets.

In the event of an emergency or building evacuation it is the responsibility of the pet owner to remove the animal.

3. Exclusion For Animals That Assist Persons With Disabilities

Pet rules contained in this Policy do not apply to qualified service animals used to assist persons with disabilities. This exclusion applies to animals that reside in projects for the elderly or persons with disabilities (as identified in this Policy), as well as to animals that visit these projects.

In order to qualify for this exclusion, the tenant or prospective tenant must:

- A. Certify in writing that the tenant or a member of his or her family is a person with a disability;
- B. The animal has been trained to assist persons with that specific disability; and
- C. The animal actually assists the person with a disability.

Nothing in this Policy is intended to limit or impair the rights of persons with disabilities or affects any authority that the Housing Authority may be to regulate animals that assist persons with disabilities, under Federal, State, or local law.

4. Type of Dwelling Units Permitting Pets

All residents of HHA are eligible for common household pets in accordance to the terms of this Pet Policy.

5. Requirements Prior to Admission

Demonstration of Acceptability and Management Approval

Prior to a pet being accepted for keeping in an apartment within the HHA, the proposed owner must prepare an "APPLICATION TO KEEP A PET" to the HHA.

- (1) A check or money order in the amount of \$50.00 must accompany the Application for dogs and cats as a down payment on the Pet Security Deposit. This amount will be applied toward the security deposit if the pet application is approved. If the pet application is not approved, the deposit will be refunded.
- (2) The Resident/Pet Owner and the HHA must enter into a "Pet Agreement."
- (3) In addition to executing the Agreement, the Resident/Pet Owner must provide to the HHA documented proof of the proposed pet's health, suitability and acceptability with the provisions outlined in "Standards" below.
- (4) Pets must be registered with the HHA before the pet is brought onto the project premises and annually thereafter. Registration includes:

Certificate signed by a licensed veterinarian or designated
state or local authority or agent, stating that the pet has
received all inoculations required by state or local law.

Statement signed by a licensed veterinarian that the animal
is in good health, has no communicable diseases or pests, and in the case
of dogs and cats is spayed or neutered.

Sufficient information to identify pet and demonstrate it is a common
household pet.

Name, address, and phone number of one or more responsible parties to
care for the pet if the owner dies, is incapacitated or unable to care for the
pet.

Pet must be licensed in accordance with applicable state and local laws and regulations, if applicable.

- (5) Registration will be coordinated with the annual reexamination date.
- (6) Approval for the keeping of a pet shall not be extended until requirements specified above have been met, and in no event will approval of other common household pets be extended.

- (7) The HHA shall refuse to register a pet if:

The pet is not a common household pet identified more specifically in this Policy.

Keeping a pet would violate any applicable Pet rules and/or policy.

Pet owner fails to provide complete pet registration information or fails to annually update the registration.

The HHA determines, based on the pet owner's habits and practices, that the pet owner will be unable to keep the pet in compliance with the pet rules and other lease obligations. HHA will take into consideration other factors in determining eligibility to own a pet, such as repeated lease violations, habitual late rent payments and housekeeping practices. The pet's temperament may be a factor in determining the prospective pet owner's ability to comply with the pet rules and other lease obligations.

- (8) The HHA may not refuse to register a pet based on the determination that the pet owner is financially unable to care for the pet or that the pet is inappropriate, based on the therapeutic value to the pet owner or the interests of the property or existing tenants.
- (9) The HHA is required to notify the pet owner if the HHA refuses to register a pet. The notice shall state the basis for the HHA's action and shall serve in accordance with the HUD notice requirements.
- (10) The notice of refusal to register a pet may be combined with a notice of pet violation.

(11) The registration requirements may not conflict with state or local law.

(12) A resident who cares for another resident's pet must notify HHA manager and must agree to abide by all the pet rules in writing.

6. Standards

(1) Common household pets as defined by the HHA as being a cat, dog, goldfish, tropical fish or turtles and commercially sold birds. Examples of animals that are not considered common household pets for purposes of this policy include: Reptiles, amphibians, insects, simians, and other animals not listed above. No dangerous or intimidating pets, i.e., pit-bull dogs, rottweilers, or Doberman pinchers will be permitted.

ONE TYPE OF PET TO A UNIT WILL BE PERMITTED

I.E.: ONE CAT, OR ONE DOG, OR ONE FISH BOWL/TANK, OR ONE CAGE WITH NO MORE THAN TWO BIRDS.

6.1 Dogs

Maximum number - one (1)

Maximum size of a dog at maturity cannot be over 14 inches tall at the top of the shoulder, or weigh over 25 pounds

Must be housebroken

Must be spayed or neutered by the age of 8 months

Must have all required inoculations

Must be licensed as specified now or in the future by state law or local ordinance.

6.2 Cats

Maximum Number - one(1)

Must be de-clawed

Must be spayed or neutered by the age of 8 months

Must have all required inoculations

Must be trained to use a litter box or other waste receptacle

Must be licensed now or in the future by state law or local ordinance

6.3 Birds

Maximum number - two (2)

Must be enclosed in a cage at all times

Only those types of birds sold commercially will be allowed

6.4 Fish

Maximum aquarium size twenty (20) gallons

Must be maintained on a approved stand

Poisonous or dangerous fish are not permitted

6.5 Rodents - (only hamsters, gerbils, and guinea pigs)

Maximum number - one (1)

Must be inside 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

6.6. Turtles

Maximum number (1)

7. General Policy for Authorized Pets

No pets other than specified may be kept by a Resident.

If an approved pet gives birth to a litter, the Resident/Pet Owner shall move all pets from the premises except one.

Failure to properly register and to provide the specified proof of the proposed pets prior to a pet being brought into the Residents apartment shall result in the initiation of a action to remove the pet and to evict the Resident.

8. Pet Permit Application and Pet Responsibility Party Certification by Responsible Parties

All pets must be registered with management before permission is granted. Registration must show type of pet, recent picture, name, age, and if applicable, license number, and current inoculation information, name and address of the pet's veterinarian, plus a signed **Pet Responsibility Party Certification** showing the name of at least two (2) responsible parties to call and come get the pet in the event of the pet owner becomes incapacitated, or no longer available to care for the pet. In the absence of the designated person's availability, the HHA will place the pet with the Hazleton Animal Center.

9. Pet Security Deposit and Additional Fees

9.1 Security Deposit Fee

The Resident/Pet owner shall be required to pay to the HHA a refundable deposit for the purpose of defraying all reasonable costs directly attributable to the presence of a dog or cat. This deposit, in the amount of \$200.00 shall be paid as follows:

The initial payment of \$50.00 at the time of application.

The final payment of \$150.00 must be paid IN FULL prior to the pet being brought into the apartment.

The pet deposit will be refunded minus any applicable charges within thirty (30) days after the pet permanently vacates the unit.

Residents liability for damages caused by his/her pet is not limited to the amount of the pet security deposit and the resident will be required to reimburse the HHA for the amount of the real costs of any and all damages caused by his/her pet where they exceed the amount of pet deposit.

The HHA reserves the right to change or increase the required deposit by amendment to these rules.

9.2 Pet Waste Removal Charge

A separate pet waste/removal charge of \$5.00 per occurrence will be assessed the Resident/Pet owner when necessary.

9.3 Other Fees

All reasonable expenses incurred by the HHA as a result of damages directly attributable to the presence of a pet in the project shall be the responsibility of the Resident/Pet Owner including:

Costs of repairs and replacement to tenant's dwelling unit;

Fumigation of tenant's dwelling unit

The expense of infestation of fleas in the Resident/Pet owner's apartment shall be the responsibility of the Resident/Pet Owner.

Such expenses as a result of the move out inspection shall be deducted from the Pet Deposit at move out, and the Resident Pet/owner shall be billed for any balance due.

Legal costs to recover unpaid costs or expenses may be commenced if a properly prepared and outlined invoice is not honored.

The Pet Deposit shall be refunded when the tenant moves out or when the Resident no longer keeps a pet, whatever is earlier.

9.4 Insurance Coverage

Although personal liability insurance is not required, the HHA encourages each household to carry Renters Insurance no less than \$100,000 to cover personal injury caused by their pet.

9.5 Dog Owner Requirements

Proof must be furnished that the dog is neutered or spayed by the 8 months.

The dog must wear a collar at all times showing license and owners name and address.

At the time of admission and each year at the annual re-certification, the tenant must show proof that the dog has had the proper shots for distemper and rabies. The proof must be signed by a veterinarian.

A dog must be on a leash at all times when outside the owner's apartment; unless it is in an approved locked pet carrier.

A dog cannot be left unattended at any time or tied outside.

Dogs may be exercised or curbed only in the areas designated by the HHA. Such an area is the lawn of the respective dog owner and common areas designated by the HHA. Lawns of other tenants and undesignated areas of the HHA property will not be used to exercise or curb dogs.

The dog owner must have a utensil such as a "Pooper Scooper" to remove any and all waste that is deposited anywhere on HHA and others property. The waste must then be placed in a plastic bag, sealed tightly, and disposed of as trash.

No dog may stay alone in an apartment overnight. It is the responsibility of the tenant if they have to leave suddenly and be away overnight to take the pet elsewhere until they return. If a pet is found alone, see Pet Removal Policy.

Resident/Pet Owner must keep their dog under control at all times.

When an HHA maintenance call or management inspection is scheduled for a dog owner's apartment, the dog owner must be available to restrain the dog or remove the dog from the unit.

In the absence of the owner, the dog must be caged during the time of the HHA visit. The HHA maintenance or management staff will not be responsible for a dog that escapes from an apartment during a scheduled or emergency visit.

Flea collars or internal medication for fleas are not mandatory but are highly recommended. Check with your veterinarian for the appropriate method of flea control for your pet.

9.6 Cat Owner Requirements

Proof must be furnished that the cat has been spayed or neutered by the age of 8 months.

The cat must wear a collar at all times showing the owners name and address.

At the time of admission and each year at the time of annual re-certification, the tenant must show proof that the cat has had the proper shots for rabies and distemper. A veterinarian must sign this proof.

A cat must be leashed at all times when outside the owner's apartment; unless it is in an approved locked pet carrier.

A cat cannot be tied outside.

A cat owner must use a litter box designated for cats. Cat litter shall be changed according to the manufacturer's directions for use. Cat litter shall not be disposed of by flushing down the toilet. Charges for toilet clogs attributable to cat litter will be billed to the cat owner.

No cat may stay alone in an apartment for more than two (2) days.

Cats may be exercised or curbed in areas designated by the HHA. Such an area is the lawn of the respective cat owner and common areas designated by the HHA. Lawns of other tenants and undesignated areas will not be used to exercise or curb cats.

The HHA maintenance or management staff will not be responsible for a cat that escapes from an apartment during a scheduled or emergency visit.

The cat owner must have a utensil such as a "Pooper Scooper" to remove any and all waste that is deposited anywhere on HHA and others property. The waste must then be placed in a plastic bag, sealed tightly, and disposed of as trash.

Litter boxes shall be kept INSIDE the Resident/Pet Owner's dwelling unit.

Odor: Resident/Pet Owner shall take adequate precautions to eliminate any pet odors within or around the unit and to maintain the unit in sanitary condition at all times.

Any apartment occupied by a cat will be fumigated at the time the apartment is vacated at the expense of the owner.

Flea collars or internal medicine for fleas are not mandatory but are highly recommended. Check with your veterinarian for the appropriate method of flea control for your pet.

9.7 Bird Owner Requirements

No more than two (2) birds to a unit will be permitted. Only those type of birds that are sold commercially will be allowed.

The cage must be no larger than three (3) feet high and two (2) feet wide.

Cages must be cleaned daily and debris disposed of in a plastic bag to be in trash immediately.

Birds must be healthy and free of disease at all times.

Birds are not permitted to be left alone in an apartment over two (2) days unless the owner has made arrangements for daily care.

9.8 Fish Owner Requirements

Only one fish tank or bowl no larger than 20 gallons is permitted per apartment.

Fish may not be left alone in the unit over one (1) week unless the owner has made arrangements for daily care.

Fish owners must be aware that water damage done to their apartment or apartments surrounding them will be billed to them and must be paid within 30 days of the incident.

9.9 Rodent Owner Requirements

Only hamsters, gerbils or ginea pigs are permitted.

Must be kept in an acceptable cage at all times.

Must have all inoculations, as specified now or in the future by state law or local ordinance.

Cages must be cleaned daily and debris disposed of in a plastic bag.

Rodent must be healthy and free of disease at all times.

Rodent can not be left alone for more than two (2) days unless the owner has made arrangements for daily care.

If rodent escapes from cage, Resident/Pet Owner will be responsible to return rodent to cage and will be held responsible for any damage to apartment.

9.10 Additional Pet Care

9.10.1 Noise

- (1) Resident/Pet Owner agrees to control the noise of his/her pet so that such noise does not constitute a nuisance to other tenants or interrupt their peaceful enjoyment of their apartments. Failure to control pet noise will result in the removal of the pet from the premises.
- (2) This includes but is not limited to loud or continuous barking howling, whining, biting, scratching, chirping, or other such activities.

9.10.2 Alterations

Resident/Pet Owners shall not alter their unit, yard area, or common areas to create an enclosure for the animal; dog pens are not allowed in yard area.

9.10.3 Inspections

(1) The HHA may, after reasonable notice to the tenant during reasonable hours, enter and inspect the premises in addition to other inspections allowed.

(2) The HHA may enter and inspect the unit only if he or she has received a signed, written complaint alleging that the conduct or condition of the pet in the dwelling constitutes a nuisance or threat to the health or safety of the occupants of the project or other persons in the Community, under applicable state or local law. The inspection may also be permitted if the owner has reasonable grounds to believe that the conduct constitutes a nuisance or threat.

9.10.4 Pet Illness

Any pet suffering illness must be taken within (2) days to a veterinarian for diagnosis and treatment. The HHA must upon demand, be shown a statement from the veterinarian indicating the diagnosis. Any pet suspected of suffering symptoms of rabies or other disease considered to be a threat to health must be immediately removed from the premises until the signed evidence from a veterinarian can be produced to indicate that the animal is not afflicted.

9.11 Pet Rule Violation

9.11.1 Pet Rule Violation Notice

(1) If a determination is made, on objective facts supported by written statements, that a Resident/Pet Owner has violated a rule, written notice will be served on the Resident/Pet Owner. The notice must contain a brief statement of the factual basis for the determination and the pet rule(s) alleged to be violated. The notice must also state:

That the Resident/Pet Owner has 10 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 Resident/Pet Owner is entitled to be accompanied by another person of his or her own 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.

9.11.2 Pet Rule Violation Meeting

- (1) If a Resident/Pet Owner requests a meeting on a timely basis, the HHA will establish a mutually agreeable time and place for the meeting.
- (2) The meeting will be scheduled no later than 15 days from the effective date of service of notice of the pet rule violation, unless the pet owner agrees to a later date in writing.
- (3) The Resident/Pet Owner and the HHA will discuss the alleged violation and attempt to correct it.
- (4) As a result of the meeting, the HHA may give the Resident Pet Owner additional time to correct the violation.

A. NOTICE FOR PET REMOVAL

- (1) If the Resident/Pet Owner and the HHA are unable to resolve the violation at the meeting or the Resident/Pet Owner fails to correct the violation in the allotted time, the HHA may service notice at or after the meeting to remove the pet.

The notice must:

Contain a brief statement of the factual basis for the determination and the pet rule(s) that have been violated.

State that the Resident/Pet owner must remove the pet within 10 days of the effective date of service of the notice of pet removal; and

State that failure to remove the pet may result in the initiation of procedures to terminate the Resident/Pet Owners tenancy.

9.11.3. Termination of Tenancy

- (1) The HHA may initiate procedures for termination of the Resident Pet Owner's tenancy based on the pet rule violation if:

The pet owner has failed to remove the pet or correct a pet rule violation within the applicable time period specified; and

The pet rule violation is sufficient to begin procedures to terminate the Resident/Pet Owner's tenancy under the terms of the lease and applicable regulations.

9.11.4 Pet Removal

Management may move to require removal of a pet from the premises on a temporary or permanent basis for the following causes:

- a) Excessive pet noise or odor with proper notification
 - b) Excessive damage to the resident's apartment unit
 - c) Failure of the tenant to provide adequate care for his pet
 - d) Repeated problems with vermin flea infestation
 - e) Unruly or dangerous behavior
 - f) Tenant serious illness and/or death
- (1) If the health or safety 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, the procedures identified below will be followed. This includes pets, which appear to be poorly cared for or which are left unattended for longer than 12 hours.
 - (2) The situation will be reported to the Responsible party designated by the Resident/Pet Owner.
 - (3) If the Responsible Party(s) is unwilling or unable to care for the pet or if the HHA, despite reasonable efforts, has been unable to contact the Responsible Party(s), the HHAS may contact the appropriate state or local authority and request removal of the pet.
 - (4) If there is no appropriate state or local authority:

The HHA may enter the pet owner's unit, remove the pet, and place the pet in a facility that will provide shelter until the pet owner or representative of the pet owner is able to assume responsibility, but no longer 30 days.

9.12 Emergencies

- (1) The HHA will be concerned about pets who become vicious or display symptoms of severe illness or demonstrate other behaviour that constitutes an immediate threat to the health and safety of the tenancy as a whole.
- (2) The HHA will refer these cases to the state or local authority authorized under applicable state or local law to remove these pets who exhibit this behavior.

THE HAZLETON HOUSING AUTHORITY SHALL TAKE ALL NECESSARY ACTIONS UNDER THE LAW TO REMOVE ANY PET THAT CAUSES BODILY INJURY TO ANY TENANT, GUEST VISITOR, OR STAFF MEMBER.

**ALL RESIDENT/PET OWNERS OF THE HHA MUST ABIDE BY THE LOCAL CITY ORDINANCE #90-12, "HAZLETON CITY ANIMAL CONTROL LAW OF 1990".
(COPIES ARE AVAILABLE AT PROJECT OFFICE.)**

9.13 Pets Temporarily on the Premises Prohibited

Pets which are **not** owned by the tenant may not be kept on the premises.

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 HHA.

State or local laws or regulations governing pets temporarily in dwelling accommodations shall prevail.

The following exceptions of permitting pets temporarily on the premises may include:

pre-approved visiting pet programs, sponsored by a humane society, non-profit organization, or other such agency.

residents may care for another resident's pets on a temporary basis, but must notify and receive approval from HHA manager and must agree, in writing, to abide by the Pet rules.

Resident/Pet Owners acknowledge that other residents and the HHA staff may have chemical sensitivities or allergies related to pets or are easily frightened by such animals. The Resident, therefore, agrees to exercise common sense and common courtesy with respect to others rights to peaceful enjoyment of the premises.

Any litigation resulting from actions by pets shall be the sole responsibility of the pet owner. The pet owner agrees to indemnify and hold harmless the HHA from all claims, causes of action damages or expenses, including attorney fee's, resulting from the action or the activities of his or her pet. The HHA accepts **NO RESPONSIBILITY** for the pet under any circumstance. The HHA strongly advises Resident to obtain liability insurance.

NOTE: This policy is an agreement between the head of the household and the Hazleton Housing Authority and needs to be signed only if a pet is in the household.

**Spanish Translation on Back
Traducción Española en el Reverso**

As head of household, I have read the pet policy as written above and understand these provisions. I agree to abide by these provisions fully and understand that permission will be revoked if I fail to do so. Failure to comply with any part of the above and/or take corrective action after sufficient notice of the violation shall be cause for termination of the lease. I have received a copy of this Policy.

Name (please print)

Address

Signature of Resident/Pet Owner

Date

Hazleton Housing Authority Official

Date

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