

Chapter 10

PETS

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

INTRODUCTION

This pet policy is to establish the NBHA's policy for ownership of pets in elderly, disabled and family housing and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. The policy also establishes reasonable rules governing the keeping of common household pets. The pet policy is designed to protect both pet owners and non-pet owners, and to ensure the animals receive responsible care. The policy applies to all pets kept in NBHA housing. The rules adopted are reasonable related to the legitimate interest of the NBHA to provide a decent, safe and sanitary living environment for all residents, to protect and preserve the physical condition of the premises, and to protect the financial interest of the NBHA.

PART I: ASSISTANCE ANIMALS

[Section 504; Fair Housing Act (42 U.S.C.); 24 CFR 5.303]

10-I.A. OVERVIEW

Verification of the need for reasonable accommodation for an assistance animal must be provided by a licensed physician, attending health care professional, or other qualified professional and submitted on a *Request for Reasonable Accommodation* form. The NBHA will consider all requests for reasonable accommodation.

Assistance animals are animals that assist, support, or provide service to a person with a disability, or that provide emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance animals – often referred to as “service animals,” “assistive animals,” “support animals,” or “therapy animals” – perform many disability-related functions, including but not limited to the following:

- Guiding individuals who are blind or have low vision
- Alerting individuals who are deaf or hearing impaired
- Providing minimal protection or rescue assistance
- Pulling a wheelchair
- Fetching items
- Alerting persons to impending seizures
- Providing emotional support to persons with disabilities who have a disability-related need for such support

Assistance animals that are needed as a reasonable accommodation for persons with disabilities are not considered pets, and thus, are not subject to the NBHA's pet policies described in Parts II through IV of this chapter [24 CFR 5.303; 960.705].

10-I.B. APPROVAL OF ASSISTANCE ANIMALS

A person with a disability is not automatically entitled to have an assistance animal. Reasonable accommodation requires that there is a relationship between the person's disability and his or her need for the animal [PH Occ GB, p. 179].

Animals do not necessarily have to be formally trained to qualify as assistance animals, however the animal must actually perform the assistance or provide the benefit needed by the person with the disability. The NBHA will verify with a qualified professional, in the least obtrusive way possible, the person is a person with a disability and the animal is needed to assist with the disability. [PH OCC GB, p. 178].

The NBHA retains the right to disapprove an assistance animal as a means to provide reasonable accommodation for an individual with a disability in the following cases: [PH Occ GB, p. 179]:

- There is reliable objective evidence that the animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation
- There is reliable objective evidence that the animal would cause substantial physical damage to the property of others
- The presence of the assistance animal would pose an undue financial and administrative burden to the NBHA.

PHAs have the authority to regulate assistance animals under applicable federal, state and local law [CFR 5.303(b)(3); 960.705(b)(3)]

For an animal to be excluded from the pet policy and be considered an assistance animal there must be a person with disabilities in the household, and the family must request and the NBHA approve a reasonable accommodation in accordance with the policies contained in Chapter 2.

10-I.C. CARE AND HANDLING [24 CFR 5.303; 24 CFR 960.705].

Residents must care for assistance animals in a manner that complies with state and local laws, including anti-cruelty laws.

Residents must ensure that assistance animals do not pose a direct threat to the health or safety of others, or cause substantial physical damage to the development, dwelling unit, or property of other residents.

When a resident's care or handling of an assistance animal violates these policies, the NBHA will consider whether the violation could be reduced or eliminated by a reasonable accommodation. If the NBHA determines that no such accommodation can be made, the NBHA may withdraw the approval of a particular assistance animal.

PART II: PET POLICIES FOR ALL DEVELOPMENTS

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

10-II.A. OVERVIEW

The purpose of a pet policy is to establish clear guidelines for ownership of pets and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets.

10-II.B. MANAGEMENT APPROVAL OF PETS

Registration of Pets

NBHA requires the registration of the pet with the NBHA [24 CFR 960.707(b)(5)].

Pets must be registered with the NBHA before they are brought onto the premises.

Registration includes documentation signed by a licensed veterinarian or state/local authority that the pet has received all inoculations required by state or local law, and that the pet has no communicable disease(s) and is pest-free. This registration must be renewed annually and will be coordinated with the annual reexamination date.

Pets will not be approved to reside in a unit until completion of the registration requirements.

Refusal to Register Pets

The NBHA will refuse to register a pet if:

The pet is not *a common household pet* as defined in Section 10-II.C. below

Keeping the pet would violate any pet restrictions listed in this policy

The pet owner fails to provide complete pet registration information, or fails to update the registration annually

The applicant has previously been charged with animal cruelty under state or local law; or has been evicted, had to relinquish a pet or been prohibited from future pet ownership due to pet rule violations or a court order

The NBHA 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.

If the NBHA refuses to register a pet, a written notification will be sent to the pet owner within 10 business days of the NBHA's decision. The notice will state the reason for refusing to register the pet and will inform the family of their right to appeal the decision in accordance with the NBHA's grievance procedures.

Pet Agreement

Residents who have been approved to have a pet must enter into a pet agreement with the NBHA, or the approval of the pet will be withdrawn.

The pet agreement is the resident's certification that he or she has received a copy of the NBHA's pet policy and applicable house rules, that he or she has read the policies and/or rules, understands them, and agrees to comply with them.

The resident further certifies by signing the pet agreement that he or she understands that noncompliance with the NBHA's pet policy and applicable house rules may result in the withdrawal of NBHA approval of the pet or termination of tenancy.

10-II.C. STANDARDS FOR PETS [24 CFR 5.318; 960.707(b)]

Definition of "Common Household Pet" [24 CFR 5.306(2)].

Common household pet means a domesticated animal, such as a dog, cat, bird, or fish that is traditionally recognized as a companion animal and is kept in the home for pleasure rather than commercial purposes and must be housebroken.

The following animals are not considered common household pets:

- Reptiles
- Rodents
- Insects
- Arachnids
- Wild animals or feral animals
- Pot-bellied pigs
- Animals used for commercial breeding
- Farm Animals and fowl
- Types of animals classified as dangerous

Pet Restrictions

The following animals are not permitted:

- Any animal whose adult weight will exceed 40 pounds and more than 20 inches in height at the shoulder at maturity. Dogs of the pit bull, rottweiler, chow, or boxer breeds and others determined to be dangerous, intimidating or vicious
- Ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites or lacerations

- Hedgehogs or other animals whose protective instincts and natural body armor produce a risk of serious puncture injuries to children
- Pigeons, doves, mynah birds, psittacine birds of other species that are hosts to the organisms causing psittacosis in humans
- Animals who would be allowed to produce offspring for sale
- Chicks or other animals that pose a significant risk of salmonella infection to those that handle them
- Any animal not permitted under state or local law or code

Number of Pets

Only one (1) common household will be allowed per unit. (Fish are excluded from this provision).

In the case of fish, residents may keep no more than can be maintained in a safe and healthy manner in a tank holding up to 10 gallons. Such a tank or aquarium will be counted as 1 pet.

Other Requirements

Dogs and cats must be spayed or neutered at the time of registration or, in the case of underage animals, within 30 days of the pet reaching 6 months of age. Exceptions may be made upon veterinary certification that subjecting this particular pet to the procedure would be temporarily or permanently medically unsafe or unnecessary.

Dogs and Cats: A health certificate prepared by a veterinarian including attestations of: (1) no communicable disease, (2) spaying or neutering (3) documentation of current inoculations (including rabies vaccination), (4) breed and estimated adult weight, and (5) current weight. The name, phone number and address of the veterinarian who will be providing regular care. Contact information for a responsible adult who may be contacted in an emergency (in addition to the resident) must be provided. Resident must provide a color photo of each dog or cat.

Pets must be licensed in accordance with state or local law. Residents must provide proof of licensing at the time of registration and annually, in conjunction with the resident's annual reexamination.

10-II.D. PET RULES

Pet owners must maintain pets responsibly, in accordance with NBHA policies, and in compliance with applicable state and local public health, animal control, and animal cruelty laws and regulations [24 CFR 5.315; 24 CFR 960.707(a)].

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.

Pets other than dogs or cats must be kept in a cage or carrier when outside of the unit.

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.

Pet owners must promptly and completely remove all fecal matter deposited by dogs in a sanitary manner.

Pet cages and/or aquarium must be in good repair and cleaned regularly.

Designated Pet/No-Pet Areas [24 CFR 5.318(g), PH Occ GB, p. 182]

The NBHA reserves the right to designate building, floors of buildings or sections of buildings as pet and no-pet areas. The NBHA will post signs and send notices to residents concerning the designated pet and no-pet areas.

No dogs of any type, size or breed are allowed in the NBHA's high-rise buildings.

Cleanliness

The pet owner shall be responsible for the removal of waste from the NBHA premises by placing it in a sealed plastic bag and disposing of it in a sanitary manner.

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

Litter box requirements:

Pet owners must promptly dispose of waste from litter boxes and must maintain litter boxes in a sanitary manner.

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

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

Alterations to Unit

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.

Noise

Pet owners are responsible for controlling the noise of pets so that such noise does not constitute a nuisance to other residents or interrupt their peaceful quiet enjoyment of their housing unit or premises. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

Pet Care

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

Each pet owner shall be responsible for appropriately training and caring for his/her pet to ensure that the pet is not a nuisance or danger to other residents and does not damage NBHA property.

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

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

Responsible Parties

The pet owner will be required to designate a responsible party 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.

A resident who cares for another resident's pet must notify the NBHA and sign a statement that they agree to abide by all of the pet rules.

Pets Temporarily on the Premises

Pets that are not owned by a tenant are not allowed on the premises. Residents are prohibited from feeding or harboring stray animals.

This rule does not apply to visiting pet programs sponsored by a humane society or other non-profit organizations, and approved by the NBHA.

Pet Rule Violations

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

If a determination is made on objective facts supported by written statements, that a resident/pet owner has violated the pet rules, 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 pet owner has 15 business 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 pet owner is entitled to be accompanied by another person of his or her choice at the meeting

That the pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to remove the pet, or to terminate the pet owner's tenancy

Notice for Pet Removal

If the pet owner and the NBHA 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 NBHA, the NBHA may serve notice to remove the pet.

The notice will contain:

A brief statement of the factual basis for the NBHA's determination of the pet rule that has been violated

The requirement that the resident /pet owner must remove the pet within 30 calendar days of the notice

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

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 pet owner.

If the responsible party is unwilling or unable to care for the pet, or if the NBHA after reasonable efforts cannot contact the responsible party, the NBHA may contact the appropriate state or local agency and request the removal of the pet. The owner will be responsible for any costs associated with the removal of the pet from NBHA property.

Termination of Tenancy

The NBHA 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

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

Emergencies

The resident will take all necessary steps to ensure 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 immediately removed from the premises by the resident and/or referred by the resident to the appropriate state or local entity authorized to remove such animals. If the resident fails to fulfill his/her obligation to remove a pet from the premises, the NBHA may take all necessary steps to remove, or have removed, the pet from the premises. If a pet injures or intimidates another resident or anyone in the building or on the grounds of any NBHA property, including but not limited to biting, scratching, or assaulting person(s), the pet owner must immediately remove the pet permanently from the premises without direction from the NBHA to do so. 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, and the designated responsible party is unavailable or unwilling to provide a remedy, the NBHA may remove the pet from the premises or refer the matter to the appropriate state or local agency for removal of the pet.

If it is necessary for the NBHA to place the pet in a shelter facility, the cost will be the responsibility of the pet owner.

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.

PART III: PET DEPOSITS AND FEES IN ELDERLY/DISABLED DEVELOPMENTS

10-III.A. OVERVIEW

This part describes the NBHA's policies for pet deposits and fees in elderly, disabled and mixed population developments.

10-III.B. PET DEPOSITS

Payment of Deposit [24 CFR 5.318(d)(1)].

The NBHA shall permit gradual accumulation of the pet deposit by the pet owner, not to exceed three months.[24 CFR 5.318(d)(3)].

The pet deposit is not part of the rent payable by the resident [24 CFR 5.318(d)(5)].

All pet owners must pay a one time refundable pet deposit (PD). The PD shall pay for reasonable expenses directly attributed to the presence of the pet in the unit/development, including, but not limited to, the cost of repairs, replacement, fumigation of the unit, etc. The PD for dogs is \$80.00 and cats are \$50.00. All other pets require a PD of \$40.00. Residents registering a pet for the first time shall be charged a one time fee of \$15.00. The PD will be put into an interest bearing account and refunded when the resident terminates their residency or when the pet is removed. The owner shall provide documentation to the NBHA as to where the pet was removed to by the resident. The amount to be refunded shall be reduced by the amount of damage, if any, to the premises caused by the pet.

All residents will be required to have appropriate insurance that covers at a minimum \$6,000 in property damages and \$100,000 in general liability. In addition, the Authority must be named as the additional insurer in order for the Authority to be notified if the insurance is canceled. Proof of insurance must be provided at time of pet registration.

At the annual Income verification the resident must pay an annual pet fee of \$35.00. This fee will be reduced if the owner of a canine can show verification of a AKA sanctioned canine training class then the fee shall be reduced to \$20.00.

Refund of Deposit [24 CFR 5.318(d)(1)]

The NBHA may use the pet deposit only to pay reasonable expenses directly attributable to the presence of the pet, including (but not limited to) the costs of repairs and replacements to, and fumigation of, the tenant's dwelling unit.

The NBHA will refund the pet deposit to the resident, less the costs of any damages caused by the pet to the dwelling unit, within 30 days of move-out or removal of the pet from the unit.

The resident will be billed for any amount that exceeds the pet deposit.

The NBHA will provide the resident with a written list of any charges against the pet deposit within 30 business days of the move-out inspection. If the resident disagrees with the amount charged to the pet deposit, the NBHA will provide a meeting to discuss the charges.

10-III.C. OTHER CHARGES

Pet-Related Damages During Occupancy

All reasonable expenses incurred by the NBHA as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the resident, including:

- The cost of repairs and replacements to the resident's dwelling unit
- Fumigation of the dwelling unit
- Repairs to common areas of the project

The expense of flea elimination shall also be the responsibility of the resident.

If the resident is in occupancy when such costs occur, the resident shall be billed for such costs in accordance with the policies in Section 8-I.G, Maintenance and Damage Charges. Pet deposits will not be applied to the costs of pet-related damages during occupancy.

Charges for pet-related damage are not part of rent payable by the resident.

Pet Waste Removal Charge

A separate pet waste removal charge of \$25.00 per occurrence will be assessed against pet owners who fail to remove pet waste in accordance with this policy.

Notices of pet waste removal charges will be in accordance with requirements regarding notices of adverse action. Charges are due and payable 15 calendar days after billing. If the family requests a grievance hearing within the required timeframe, the NBHA may not take action for nonpayment of the charge until the conclusion of the grievance process.

Charges for pet waste removal are not part of rent payable by the resident.

PART IV: PET DEPOSITS AND FEES IN GENERAL OCCUPANCY DEVELOPMENTS

10-IV.A. PET DEPOSITS

The NBHA requires a refundable pet deposit to cover additional costs attributable to the pet and not otherwise covered [24 CFR 960.707(b)(1)].

The pet deposit is placed in an account of the type required under applicable State or local law for pet deposits. [24 CFR 960.707(d)].

Payment of Deposit

Pet owners are required to pay a pet deposit of \$80.00 for dogs and \$50.00 for cats in addition to any other required deposits. All other pets are \$40.00. The deposit must be paid in full before the pet is brought on the premises. Along with the \$15.00 for the charge of registering a pet for the first time.

The pet deposit is not part of rent payable by the resident.

Refund of Deposit

The NBHA will refund the pet deposit to the resident, less the costs of any damages caused by the pet to the dwelling unit, within 30 days of move-out or removal of the pet from the unit.

The resident will be billed for any amount that exceeds the pet deposit.

The NBHA will provide the resident with a written list of any charges against the pet deposit within 30 business days of the move-out inspection. If the resident disagrees with the amount charged to the pet deposit, the NBHA will provide a meeting to discuss the charges.

10-IV.B. NON-REFUNDABLE NOMINAL PET FEE [24 CFR 960.707(b)(1)].

The NBHA requires pet owners to pay a non-refundable nominal pet fee of \$35.00 on an annual basis.

This fee is intended to cover the reasonable operating costs to the project relating to the presence of pets. Reasonable operating costs to the project relating to the presence of pets include, but are not limited to:

- Landscaping costs

- Pest control costs

- Insurance costs

- Clean-up costs

The pet fee of \$35.00 will be billed on an annual basis, and payment will be due 14 calendar days after billing.

If the owner of a canine can show verification of an AKA sanctioned canine training class then the \$35.00 Annual Pet Fee will be reduced to \$20.00.

Charges for the non-refundable pet fee are not part of rent payable by the resident.

10-IV.C. OTHER CHARGES

Pet-Related Damages During Occupancy

All reasonable expenses incurred by the NBHA as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the resident, including:

- The cost of repairs and replacements to the resident's dwelling unit

- Fumigation of the dwelling unit

- Repairs to common areas of the project

The expense of flea elimination shall also be the responsibility of the resident.

If the resident is in occupancy when such costs occur, the resident shall be billed for such costs in accordance with the policies in Section 8-I.G, Maintenance and Damage

Charges. Pet deposits will not be applied to the costs of pet-related damages during occupancy.

Charges for pet-related damage are not part of rent payable by the resident.

Pet Waste Removal Charge

A separate pet waste removal charge of \$10.00 per occurrence will be assessed against pet owners who fail to remove pet waste in accordance with this policy.

Such charges will be due and payable 14 calendar days after billing.

Charges for pet waste removal are not part of rent payable by the resident.