

PET POLICY

Approved: June 18, 2012 Effective: June 18, 2012

The Quality Housing and Work Responsibility Act of 1998 (QHWRA) permits a resident of a dwelling unit in public housing to own a common household pet in the Royston Housing Authority (hereinafter referred to as "RHA") owned and/or operated developments in accordance with this pet policy.

I. Definition

Common household pet means a domesticated dog, cat, bird, or fish in an aquarium. The weight of the pet at its adult size may not exceed twenty (20) pounds. The aquarium must not exceed 15 gallons. All aquariums are subject to the pet policy no matter how small the capacity.

II. Registration of pet

Prior to bringing any pet onto the premises governed by the RHA, the resident ***must*** register the pet with the Royston Housing Authority and pay applicable pet deposit. The resident must update the registration at least annually to coincide with the annual reexamination of the resident income. The application for registration of the pet includes:

- a): A certificate signed by a licensed veterinarian or State or local authority empowered to inoculate animals (or a designated agent of such authority) stating the pet has received all inoculations required by State and local law and that the pet has been spayed or neutered.
- b): A completed pet information form that is sufficient to identify the pet and to demonstrate that it is a common household pet as defined in this policy.
- c): The name, address, and phone number of two responsible parties who agree to care for the pet if the resident dies, is incapacitated, or is otherwise unable to care for the pet.
- d): Payment of the applicable pet deposit as defined in Section III below.
- e): A signed statement indicating that the resident has read the pet rules and agrees to comply with them, and
- f): Display a rabies tag and/or have necessary documentation upon request.

III. Pet Deposit

Residents who own or keep a pet in their unit must pay a refundable pet deposit. This deposit is in addition to any other financial obligation generally imposed on residents of the development. The pet deposit fee shall be \$300.00. The RHA reserves the right to change or increase the required deposit by amendment to this policy. The pet deposit may be

paid in full or the resident may make payments on the pet deposit so long as \$100.00 has been put down toward the deposit and the resident must make monthly payments of \$50.00 per month until the maximum deposit is reached. The deposit's must be paid at the time permission is granted by the RHA to have a pet in the unit.

The RHA will use the pet deposit only to pay reasonable expenses directly attributed to the presence of the pet in the development, including but not limited to the cost of repairs and replacements and fumigation of the resident's dwelling unit. If the resident is in occupancy when such costs occur, the resident shall be billed for the repairs as a current charge. When the resident moves from the development, the RHA shall refund the unused portion of the pet deposit to the resident within a reasonable time. When the resident remains in the unit but no longer owns or keeps a pet in the dwelling unit, the RHA shall credit the unused portion of the pet deposit to the resident's account.

IV. General Rules

1. The RHA will allow only domesticated dogs, cats, birds, and fish in aquariums. All dogs and cats must be spayed or neutered.
2. Only one (1) pet per unit will be allowed.
3. Any animal deemed to be potentially harmful to the health or safety of others, including attack or fight trained dogs, will *not* be allowed.
4. When taken outside the resident's unit, dogs and cats must be on a leash or carried and controlled by a responsible adult at all times.
5. All pets must be wearing the appropriate tag(s) at all times. The information on the tag shall include the name of the pet and the resident's name, address, and phone number.
6. Birds must be confined to a cage at all times.
7. Residents shall not permit their pet to disturb, interfere or diminish the peaceful enjoyment of other residents. The terms "disturb, interfere and diminish" shall include but not be limited to barking, howling, chirping, biting, scratching, and other like activities.
8. Residents must provide litter boxes for cat waste, which must be kept inside the dwelling unit. Residents shall not permit refuse from litter boxes to accumulate or become unsightly or unsanitary. Litter boxes must be changed at least once each week.
9. Pet waste must be disposed of in sealed plastic trash bags and placed in a container outside the resident's dwelling in a container provided by the RHA. No pet of any kind shall be allowed to use the bathroom outdoors in yards or common areas unless in an area designated for that purpose.
10. Residents must use ONLY designated areas on the development premises for pet exercise and the deposit of pet waste. Residents are

forbidden from exercising their pets or permitting their pets to deposit waste on development premises outside of the designated areas.

11. Residents are solely responsible for cleaning up pet droppings, if any, outside the unit and on facility grounds. Droppings must be disposed of by being placed in a sack or bag and then placed in the trash container provided by the RHA.
12. Residents shall take adequate precautions and measures necessary to eliminate pet odors within or around the unit and shall maintain the unit in a sanitary condition at all times.
13. Resident shall not alter their unit, patio, or unit area in order to create an enclosure or pen for any pet. Resident shall not chain or tie with rope any pet to any man-made fixture, tree or shrubbery outside the dwelling unit.
14. 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 RHA.
15. If a pet is left unattended for a period of twenty-four (24) hours or more, the RHA may enter the dwelling unit, remove the pet and transfer it to the proper authorities or responsible parties or proper authorities (Most likely, the Franklin or Hart County Animal Shelter). The RHA assumes no responsibility for the animal(s) under such circumstances.
16. Pets are not allowed in common areas including hallways, lobby areas, and social rooms except those common areas which are entrances to or exits from the building. Under no circumstances are pets to be brought into the management office (with the exception of animals necessary to assist handicapped/disabled individuals).
17. The head of household or designated family member must be present during annual inspections of the unit.
18. Pets not registered with the RHA may not visit the premises.

V. Refusal to Register Pet

The RHA may refuse to register a pet based on the determination that the head of household is financially unable to care for the pet. If the RHA refuses to register a pet, a written notification will be sent to the head of household stating the reason for denial and shall be served in accordance with HUD notice requirements.

The RHA has a right to refuse to register a pet:

- a): If the pet is not a *common household pet* as defined in this policy
- b): If keeping the pet would violate any applicable House Pet Rule.
- c): If the resident fails to provide complete registration information in accordance with this policy or fails to annually update the pet registration, or,

d): If the RHA reasonably determined based on the resident's habits and practices that the resident will be unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament may be considered as a factor in determining the prospective resident's ability to comply with the pet rules and other lease obligations.

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

VI. Pet Care

All residents having pets shall be responsible for adequate care, nutrition, exercise, and medical attention for his/her pet. This information must be provided to the Office Manager annually.

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

VII. Violations

Any violation of the general rules of this pet policy shall constitute grounds for removal of the pet from the resident's unit or termination of the resident's tenancy, or both, in accordance with the lease.

VIII. Exclusions

The pet deposit will be waived for animals that assist persons with disabilities. 24 CFR 942.2 excludes animals that assist the handicapped from this pet policy. This exclusion applies to animals that reside in developments for the elderly, handicapped and families, as well as animals that visit these developments. The RHA may not enforce or apply any pet rules against individuals with animals that are used to assist the handicapped. Nothing in 24 CR 942.2: 1. Limits or impairs the rights of handicapped individuals, 2 Authorizes the RHA to limit or impair the right of handicapped individuals, or 3. Affects any authority the RHA may have to regulate animals that assist the handicapped, under Federal, State, or local law.

To be excluded from the Pet Policy, the head of household must certify the following:

- a). That the animal has been trained to assist with a specified disability, and
- b). That the animal actually assists the person with the disability.

IX. Exclusion for Assistance Animals

- a. This Pet Policy clarifies that an “Assistance Animal” is an animal that is needed as a reasonable accommodation for persons with disabilities and is not subject to RHA’s Pet Policy. This Pet Policy defines an “assistance animal” as an animal that is needed as a reasonable accommodation for persons with disabilities. Assistance animals are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability; or animals that provide emotional support that alleviate one or more identified symptoms or effects of a person’s disability.
- b. No Pet Policy shall not contain, height, weight and breed restrictions for assistance/service animals, nor should the Pet Policy contain any requirements for “pet deposit,” liability insurance and/or certification of training for assistance animals.

X. Conflicts with State or Local law or Regulations

If there is any applicable State or local law or regulation that conflicts with any portion of the above pet policy, the State or local law or regulation shall apply.

Notice: Any damage to the dwelling unit or grounds thereabout that is caused by the possession of any pet by a resident or guest of a resident will be immediately repaired and the cost of such repairs billed to the resident. Repeated violations of this kind will be considered serious violations of the terms and conditions of the lease agreement.