

Chapter 10

PETS

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

INTRODUCTION

This chapter explains MHA's policies on the keeping of pets and any criteria or standards pertaining to the policies. The rules adopted are reasonably related to the legitimate interest of MHA to provide a decent, safe and sanitary living environment for all tenants, and to protect and preserve the physical condition of the property, as well as the financial interest of MHA.

Part I: Assistance Animals. This part explains the difference between assistance animals and pets and contains policies related to the designation of an assistance animal as well as their care and handling.

Part II: General Policy Regulations. This part includes general policy regulations.

Part III: Owner Responsibility. This part includes owner responsibilities.

Part IV: Pet Removal. This part includes pet removal.

Exhibit 1: Pet Permit Application

PART I: ASSISTANCE ANIMALS

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

10-I.A. OVERVIEW

This part discusses situations under which permission for an assistance animal may be denied, and also establishes standards for the care of assistance animals.

Assistance animals are animals that work, provide assistance, or perform tasks for the benefit of 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 MHA’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].

MHA may not refuse to allow a person with a disability to have an assistance animal merely because the animal does not have formal training. Some, but not all, animals that assist persons with disabilities are professionally trained. Other assistance animals are trained by the owners themselves and, in some cases, no special training is required. The question is whether or not the animal performs the assistance or provides the benefit needed by the person with the disability [PH Occ GB, p. 178].

MHA’s refusal to permit persons with a disability to use and live with an assistance animal that is needed to assist them, would violate Section 504 of the Rehabilitation Act and the Fair Housing Act unless [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

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- There is reliable objective evidence that the animal would cause substantial physical damage to the property of others

MHA has the authority to regulate assistance animals under applicable federal, state, and local law [24 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 MHA approve a reasonable accommodation in accordance with the policies contained in Chapter 2.

10-I.C. CARE AND HANDLING

HUD regulations do not affect any authority MHA may have to regulate assistance animals under federal, state, and local law [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, MHA will consider whether the violation could be reduced or eliminated by a reasonable accommodation. If MHA determines that no such accommodation can be made, MHA may withdraw the approval of a particular assistance animal.

PART II: GENERAL POLICY REGULATIONS

10-II.A. 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 MHA. The resident must maintain each pet responsibly and in accordance with applicable State and local public health, animal control, and animal anti-cruelty laws and regulations and with the policies established in the agency plan for MHA. To this end, the Moline Housing Authority 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.

10-II.B. TYPE OF DWELLING UNITS PERMITTING PETS

All residents of MHA are eligible for pets according to the “Pet Policy.”

10-II.C. TYPE OF PETS AND NUMBER PER UNIT

A common household pet is defined as being a cat, dog, goldfish or tropical fish, canary, parakeet, cockatiel, lovebird, hamster, gerbil, or guinea pig. Examples of animals that are **not** considered common household for purposes of this policy include: Reptiles, amphibians, insects, mice, rats, ferrets, arachnids, wild animals, feral animals, pot-bellied pigs, animals used for commercial breeding, or other animals not listed above. No dangerous or intimidating pets, (i.e., pit-bull dogs, rottweilers, or doberman pinchers) will be permitted.

The following number of pets to a unit will be permitted: one (1) cat, one (1) dog, one (1) fish bowl or tank, one (1) cage with no more that two (2) birds, two (2) hamsters, two (2) guinea pigs, one (1) gerbil. A tank or aquarium holding up to 10 gallons will be counted as one (1) pet. A maximum total of two pets are allowed; however combinations of two dogs, two cats or a dog and a cat are not allowed. Examples of acceptable combinations include, but are not limited to: two caged animals, two aquariums, one caged animal and one aquarium, one caged animal and a dog, one caged animal and a cat, one aquarium and a dog, and one aquarium and a cat.

10-II.D. REGULATION REQUIREMENTS PRIOR TO ADMISSION

All pets must be registered with Management before permission is granted. Registration must show type of pet, recent picture, name, age, license number, current inoculation information, name and address of the pet’s veterinarian, plus a signed responsibility card showing the names of three (3) persons to call to come get the pet in the event of the tenant’s illness or death.

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Residents will be refused pet registration if (per management determination):

- The tenant is unable to fulfill their past or future obligations as a pet owner;
- The tenant is unable to adhere to the terms of the lease or house pet rules;
- The pet does not meet the definition of common household pet;
- The temperament of the animal is considered dangerous;
- Keeping the pet would violate any pet restrictions listed in this policy;
- The tenant 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.

If MHA refuses to register a pet, a written notification will be sent to the pet owner within 10 business days of MHA'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 MHA's grievance procedures.

A pet at time of submission of Pet Permit Application in the amount of \$50.00 will accompany the application. This amount will be applied on the \$100.00 pet deposit if the pet application is approved. The pet deposit is to be used to cover cost of damages or fumigation as the result of pet ownership. The pet deposit will be refunded minus any applicable charges within thirty (30) days after resident vacates the unit or the pet is permanently removed from the unit.

In the event the pet owner is incapacitated or no longer available to care for the pet, the person designated on the registration form must remove the pet. In absence of the designated person's availability, management will place the pet with the Rock Island County Humane Society.

10-II.E. GENERAL POLICY FOR AUTHORIZED PETS

Pets must go directly from their floor to the elevator and down to first floor to the outside and back the same way.

Only one (1) pet is allowed in elevator at a time. If one (1) pet is in the car when it stops at a floor, the pet owner must wait for a car without a pet.

Pets are not permitted on other floors other than first floor or their own apartment floor.

Pets are never permitted in the public rooms, i.e.: office, community room, laundry room, lounge, or smoking room.

Pets are not permitted in hallways except for proceeding directly to the elevator or apartment when entering or exiting.

Any pet suffering illness must have an appointment within two (2) days with a veterinarian for diagnosis and treatment. The Moline Housing Authority must, upon demand, be shown a

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statement from the veterinarian indicating the diagnosis. Any pet suspected of suffering symptoms of rabies or any other disease considered to be a threat to health must be immediately removed from the premises until signed evidence from a veterinarian can be produced to indicate that the animal is not so afflicted.

Resident pet owners agree to control the noise of his/her pet such that it does not constitute a nuisance to other tenants. This includes, but is not limited to, loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities. Failure to so control pet noise may result in the removal of the pet from the premises.

PUBLIC HOUSING AUTHORITY SHALL TAKE ALL NECESSARY ACTIONS UNDER THE LAW TO REMOVE ANY PET THAT CAUSES BODILY INJURY TO ANY PERSON OR ANIMAL.

All resident pet owners shall provide adequate care, nutrition, exercise, and medical attention for their pets. Pets that appear to be poorly cared for or are left unattended for longer than the required designated time as specified under the description of pet requirements for that specific pet will be reported to the Humane Society and will be removed from the premises at the pet owner's expense.

In the event of a tenant's sudden illness, the resident pet owner agrees that management shall have discretion with respect to the provision of care for the pet consistent with policy guidelines and at the expense of the resident pet owner unless written instruction with respect to such care are provided in advance by the resident to the project office. All care shall be at the resident's expense.

Unwillingness on the part of named caretakers of a pet to assume custody of the pet shall relieve management of any requirement to adhere to any written instruction with respect to the care or disposal of a pet and shall be considered as authorization to management to exercise discretion in such regard consistent with policy guidelines.

Resident pet owners acknowledge that other residents may have chemical sensitivities or allergies related to pets or be easily frightened by such animals. The resident, therefore, agrees to exercise common sense and common courtesy with respect to such other resident's right to peaceful and quiet enjoyment of the premises.

Tenants shall not alter the interior of their unit, patio, or balcony to create enclosure for any animal or bird.

Tenants shall not tie pets outside of the dwelling unit.

Dog houses are not allowed on Housing Authority property.

No visitor or guest will be allowed to bring pets on the premises at anytime. Residents will not be allowed to pet sit or house a pet without fully complying with this policy. An exception to this would be a service animal.

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Tenants shall not feed stray, unregistered, or wild animals. This shall constitute having pet without permission of the Authority.

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PART III: OWNER RESPONSIBILITY

10-III.A. PET RESPONSIBILITY CARD (see EXHIBIT I)

Prior to pet admission, the owner must fill in and sign a written responsibility form showing name, address and phone number of three (3) local persons who will come and get the pet in the event of a tenant's illness, vacation, or death. The responsibility form must be renewed each year at the annual reexamination. Persons so named will be responsible in the order of their names on the responsibility card.

10-III.B. 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 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 replacements to, and fumigation of, the tenant's dwelling unit. The amount of the Pet Damage Deposit will be \$100.00. Tenant will pay \$50.00 at the time of application and remaining balance at time of application approval. If this creates a financial hardship, the remaining balance may be paid in full by three (3) months. Upon vacancy or permanent removal of pet, the Pet Damage Deposit will be refunded minus repairs for damage or necessary fumigation due to the pet.

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

All units occupied by a dog or cat may be fumigated upon being vacated, the cost of which will be born by the security deposit. Infestation of a unit by fleas carried by the pet shall be the responsibility of the pet owner.

10-III.C. DOG OWNER REQUIREMENTS

Any dog must be no less than six (6) weeks old.

Dog must be spayed or neutered by six (6) months of age and proof must be furnished to the Housing Coordinator.

Each dog must be licensed by proper authority and proof of license renewal must be furnished by the tenant each year at the annual reexamination to his or her Housing Coordinator.

The dog must wear a collar at all times showing license and owner's name and address.

Each year by at the annual reexamination, the tenant must show proof that the dog has had the proper Parvo shots and distemper and rabies shots, the proof must be signed by a veterinarian.

A dog cannot be over 15 inches tall at the top of the shoulder or weigh over 30 pounds when it is

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considered full-grown.

A dog must be on a leash at all times when outside owner's apartment unless it is in an approved locked pet carrier. The leash must be no longer than six (6) feet long. Any city, county or state rules governing the leashing of animals shall also apply.

The pet owner must remove any waste from his/her pet as soon as it is deposited on Moline Housing Authority property. The waste must then be placed in a plastic bag, sealed tightly, and disposed of as trash.

IMPORTANT: Only one (1) pet is allowed in an elevator at a time. If one (1) pet is in the car when it stops at a floor, the pet owner must wait for a car without a pet.

No dog may stay alone in an apartment for more than 12 hours. It is the responsibility of the tenant if they have to leave suddenly and be away for more than 12 hours to take the pet elsewhere until they return. If a pet is found alone, Pet Removal policy (Section 10-I.M) will take effect.

Pet owner must designate an alternative residence for the pet before management approves pet.

Pet owners are responsible for immediate removal of the feces of their pet and shall be charged in instances where damages occur to the Housing Authority property due to pet or removal of pet feces by staff.

Pet owners shall be charged \$25.00 each time for not removing the feces of their pet. After the third (3rd) offense, the Health Department will be notified

Pet owners are not to allow their pet to urinate on bushes.

Clean-up of common area required because of attributable pet nuisance shall be billed to and paid by the resident pet owner in accordance with the repayment procedure.

Pet owners will be responsible for all cost incurred if their pet inflicts bodily injuries on a person or animal.

Pet Owners will be responsible for all cost incurred if their pet damages property belonging to MHA or another tenant.

10-III.D. CAT OWNER REQUIREMENTS

Cats may be not less than six (6) weeks old.

All cats must be litter trained before admission.

The cat must be declawed (front claws only) by five (5) months old and spayed or neutered by six (6) months. Proof must be shown to the Housing Manager

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The cat must wear a collar at all times showing owner's name and address plus a flea collar.

Proof must be shown before admission and each year at the annual reexamination that the cat has had the proper FVR-CP and rabies and distemper shots. This proof must be signed by a veterinarian.

Cat must be on a leash at all times when outside of the owner's apartment unless is in an approved locked pet carrier. The leash must be no longer than six (6) feet. Any city, county, or state rule governing the leashing of animals shall apply.

Tenant must use an appropriate litter box, which is kept clean daily.

No cat can be over eight (8) inches tall at the shoulders or weigh over 15 pounds.

Cats may be exercised on the Moline Housing Authority property.

No cat may stay alone in an apartment overnight for more than 24 hours. 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, Pet Removal policy (Section 10-I.M) will take effect.

The pet owner must remove any waste from his pet as soon as it is deposited on Moline Housing Authority property. The waste must then be placed in a plastic bag, sealed tightly, and disposed of as trash.

The flea collar should be changed every three (3) months.

All animal waste or litter from cat litter boxes shall be picked up immediately by the pet owner and disposed of in a sealed plastic bag and placed in trash bins. Cat litter shall be changed at least twice a week.

No cat litter – regular, scoopable or flushable – shall be disposed of by flushing down toilets. Charges for unclogging toilets or clean-up of common area required because of attributable pet nuisance shall be billed to and paid by the resident pet owner.

Clean-up of common area required because of attributable pet nuisance shall be billed to and paid by the resident pet owner.

Pet owners will be responsible for all cost incurred if their pet inflicts bodily injuries on a person or animal.

Pet Owners will be responsible for all cost incurred if their pet damages property belonging to MHA or another tenant.

10-III.E. BIRD OWNER REQUIREMENTS

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No monthly maintenance fee unless a problem exists.

No more than (2) birds to a unit will be permitted. Canaries, parakeets, cockatiels or lovebirds only. **No parrots.**

The cage must be no larger than five (5) feet high and four (4) feet wide.

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

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

Birds that do not have their wing clipped must be in a cage when inside of the resident's apartment. Birds must be in a cage when entering or leaving the building.

Birds are not permitted to be left alone in an apartment over 24 hours unless an arrangement for daily care has been made by the owner.

Clean-up of common area required because of attributable pet nuisance shall be billed to and paid by the resident pet owner.

Pet owners will be responsible for all cost incurred if their pet inflicts bodily injuries on a person or animal.

Pet Owners will be responsible for all cost incurred if their pet damages property belonging to MHA or another tenant.

10-III.F. FISH OWNER REQUIREMENTS

No monthly maintenance fee unless a problem exists.

One (1) fish tank only permitted to a unit and must not be bigger than twenty-five (25) gallon size, or one (1) large gold fish bowl no more than one (1) gallon size.

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

Pet owner must be aware when cleaning or filling fish tanks that water damage done to tenant's apartment or apartments under him will be billed to the pet owner and any charges must be paid by the resident pet owner.

Clean-up of common area required because of attributable aquarium nuisance shall be billed to and paid by the resident pet owner.

Pet Owners will be responsible for all cost incurred if their aquarium damages property belonging to MHA or another tenant.

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PART IV: PET REMOVAL

10-IV.A. PET REMOVAL

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

- a. Creation of a nuisance after proper notification consistent with these Pet Rules. Notice shall be within a forty-eight (48) hour period.
- b. Excessive pet noise or odor with proper notification.
- c. Unruly or dangerous behavior.
- d. Excessive damage to the resident's apartment unit.
- e. Repeated problems with vermin flea infestation.
- f. Failure of the tenant to provide for adequate care of his/her pet.
- g. Leaving a pet unattended for more than the designated time as described under the Pet Owner requirements
- h. Tenant serious illness and/or death.
- i. Failure to observe any other rule contained in this section and not here listed upon proper notification.

If it has been determined that the tenant must remove the pet from the unit, the tenant will be required to remove the pet within 14 calendar days of the notice.

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Color Photograph Attached: _____

Insurance Coverage: Agent: _____

Address: _____

Policy Number: _____

Date application received: _____ By: _____

Policy explained to tenant by: _____

Apartment inspected for housekeeping: _____ Yes _____ No

Approved by: _____

Rejected by: _____

Reason(s): _____

.

Date Permit Issued: _____ Permit Number: _____

PET PERMIT NO. _____

1. Parties and dwelling unit:

Parties of this unit are the HOUSING AUTHORITY OF MOLINE, referred to as the management /landlord and _____ referred to as the tenant. The Landlord leases to the tenant unit number _____ located at _____

2. Length of Time (Term):

The term of this permit shall begin on _____ and end as per the Pet Policy.

3. Pet Security Deposit:

The tenant has deposited \$_____ with the landlord. The landlord will hold the pet security deposit for the period the tenant occupies the unit. After the tenant has moved from the unit or the pet has been permanently removed, the landlord will determine whether the tenant is eligible for a refund of any or all of the pet security deposit, and make such within (30) days.

4. The tenant agrees to file a copy of any Municipal registration or license with the landlord, and to keep same current.

5. The tenant agrees to keep the pet properly inoculated for rabies and distemper, and to file proof that such inoculations or vaccinations are current.

6. The tenant agrees to assume all personal financial responsibility for damages to any personal or project property caused by the pet, and assumes personal responsibility for personal injury to an party, caused by the pet.

7. The tenant hereby certifies and agrees to the general terms and conditions of the management of this pet by the tenant, and understands and acknowledges that the Pet Permit can be revoked for failure to follow and abide by the Pet Policy.

8. The tenant agrees to have a pet use outside relief area, if pet is dog or cat, or cats may use approved kitty litter container in apartment. Tenant further agrees to pay for the cost of any clean up as the result of “accidents” by the pet.

9. The tenant agrees to dispose of pet waste and kitty litter by placing in double plastic bags and putting bag in trash receptacle – daily.

10. The tenant agrees and understands that the Pet Policy is a part of the lease and this permit.

11. The tenant agrees to file a “Pet Emergency Card Plan” with the Landlord and agrees to

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hold the landlord and employees harmless of any liability in connection with the Pet
Emergency Card Plan.

**AS A CONDITION OF THE APPLICATION FOR A PET PERMIT ON _____,
I _____, UNDERSTAND AND AGREE TO THE TERMS AND
CONDITIONS OF THE PET POLICY.**

Tenant _____ Date _____

Landlord: _____ Date _____