

BENSON HOUSING AUTHORITY

PET AND SERVICE ANIMAL POLICY

1. **Purpose.** The Benson Housing Authority ("BHA") establishes the following Pet and Service Animal Policy ("Policy") for the keeping of common household pets and animals used to serve persons with disabilities. A "common household pet" is a domesticated animal, such as a dog, cat, fish, or bird that is traditionally kept in the home for pleasure rather than commercial purposes.
2. **Policy Development and Implementation.** This Policy was developed according to federal laws and regulations established by the U.S. Department of Housing and Urban Development ("HUD"). Before implementation of this Policy, the HA:
 - a. Informed each tenant that the HA allows tenants to own and keep common household pets in their units in accordance with rules established by HUD;
 - b. Informed each tenant that animals used to assist persons with disabilities are excluded from the common household pet rules contained in the Policy;
 - c. Informed each tenant that the tenant may request that his or her lease be amended to allow keeping a common household pet;
 - d. Provided each tenant with a copy of the proposed Policy;
 - e. Informed each tenant that he or she may, at any time, request a copy of the current Policy or a copy of any proposed amendment to the Policy;
 - f. Consulted with individual tenants and any existing resident council;
 - g. Allowed tenants at least thirty days to comment on the proposed Policy; and,
 - h. Accepted verbal and written comments from tenants.
3. **Applicability and General Policy.** This Policy applies to tenants who desire to keep a pet in a unit temporarily or permanently. The HA's general policy is to allow a tenant to keep one pet if the tenant follows this Policy and the animal is (1) a common household pet approved by the BHA ("Pet") or (2) an animal that is used to serve persons with disabilities ("Service Animal").
4. **Service Animals.** Service Animals are not treated as Pets under this Policy and are exempt from this Policy. In order to qualify an animal as a Service Animal, the tenant must certify in writing that:
 - a. 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. If the above certification ceases to be true, the animal may remain in the unit only if it is approved as a Pet according this Policy.
5. **HA Approval of Pets.** The HA will determine whether an animal qualifies as a Pet. Generally, a Pet is a domesticated animal normally kept in a home as a common household pet. Examples of animals that may, in the HA's sole discretion, be approved as Pets include domesticated dogs, cats, birds, gerbils, fish, or turtle. Examples of animals that will **not** be approved by the BHA include all wild or dangerous animals; venomous animals, venomous snakes; non-venomous constricting snakes,

venomous spiders and scorpions; wolves; bobcats; squirrels; chickens; ducks; geese; and farm animals. At a minimum, Pets must be:

- a. Suitable for living in a unit; for example, the animal must **not** be of a type or breed that has been designated by the BHA or federal, state, or local laws and regulations as being dangerous or vicious.
 - b. Of a type or breed that will **not** exceed fifteen (15) inches in height or twenty-five (25) pounds in weight at maturity.
 - c. If the Pet is a fish, the tank must not exceed ten (10) gallons.
6. **Application for Approval:** A tenant must complete an application for approval in order to keep an animal as a Pet.
- a. For animals that live exclusively in a cage or tank (for example, fish, birds, and gerbils) the application must be accompanied by:
 1. Information sufficient to identify the type of animal and the number of animals to live in the cage or tank;
 2. The size of the cage or tank;
 3. The name, address, and phone number of one or more responsible parties who will care for the Pet if the tenant is incapacitated or is otherwise unable to care for the Pet, or the Pet is determined to have been abandoned by the tenant;
 4. Any license for the animal as required by state or local law; and,
 5. A signed statement that the tenant has read and understands this Policy and agrees to comply with it.
 - b. For all other animals, the application must be accompanied by:
 1. A certificate signed by a licensed veterinarian or other person licensed by the state to inoculate animals stating that the animal has received all inoculations required by applicable state and local law;
 2. Information sufficient to identify the Pet and to demonstrate that it is a common household animal;
 3. The name, address, and phone number of one or more responsible parties who will care for the Pet if the tenant is incapacitated or is otherwise unable to care for the Pet, or the Pet is determined to have been abandoned by the tenant;
 4. Any license for the Pet as required by state or local law;
 5. For all dogs and cats over the age of six (6) months, a certificate signed by a licensed veterinarian or other person licensed to spay or neuter dogs and cats verifying that the animal has been spayed or neutered; and,
 6. A signed statement that the tenant has read and understands this Policy and agrees to comply with it.

- c. If approval is not granted, the BHA will provide the tenant with written notice that states the basis for its decision. The BHA's decision may be appealed by the tenant in accordance with the BHA's grievance procedure.
- d. Unapproved animals on HA premises or in any unit will be considered strays, and the local animal control authority will be contacted to remove the animal. If the animal is removed from a unit, any fees for such removal will be charged to the tenant.

7. **Pet Fee.**

- a. Tenant must pay a NON-Refundable pet fee of One Hundred Fifty Dollars \$150. This fee is due in full upon application.
- b. This fee does not limit the tenant's liability for damages that occur due to Pet ownership. Damages that might require additional payments from the tenant, include, but are not limited to, the cost of repairs and fumigation of the tenant's unit.

8. **General Rules.**

- a. **Multiple Pets.** The BHA may approve, in its discretion, more than one Pet to live in a unit if the number and type of Pets maintained does not create a nuisance, a health or sanitation problem, and is suitable for a unit. For example, keeping two small birds is generally acceptably, but no more than one (1) dog or cat may be kept in any unit. A reasonable number of other small domesticated household animals (such as fish or birds) may live in the unit if the HA approves the total number of animals and the tenant follows this Policy.
- b. **Sanitary Standards.** The pet owner must continually and satisfactorily maintain the premises under lease in a safe, sanitary, and clean condition. Pets must not be exercised or deposit their waste on or around other tenants' porches, yards or in any clothesline area of any building. All Pet owners must remove all pet solid waste and properly dispose of the waste in garbage receptacles. Failure to properly dispose of all removable pet waste is a violation of this Policy. Each removal of pet waste by HA personnel may result in a waste removal charge of Ten (\$10.00) per incident.
- c. **Pet Restraint:** All pets must be appropriately and effectively restrained and under the control of the owner or another responsible individual while on BHA premises. The Pet may not be left unattended outside of the tenant's unit. Every dog and cat must be restrained by use of a leash six-feet or shorter in length controlled by a person whenever the Pet is not inside the unit. Pets must not be restrained by leash, chain, rope, or similar device to any water faucet, meter or pipe, clothesline or clothesline poles, porch brackets, door handles or knobs, ground anchors or any other object either temporarily or permanently outside the unit or on the BHA premises. Residents must not erect fences (including invisible electric fences), walls, kennels, doghouses or any other Pet housing or restraint on BHA premises. Appropriate restraints must also be provided inside the apartment to allow BHA personnel to perform maintenance, painting, pest control, etc. Pets will not be allowed in areas specified by the BHA. For example, Pets are not

allowed in offices, maintenance space, or playgrounds. Pet owners must make sure that their Pet does not make noise that interferes with their neighbors or causes a nuisance.

- d. **Pet Health.** Each Pet must be treated humanely and must not be abused or abandoned. Tenant must keep each Pet clean and healthy. Tenant must provide adequate food and water to the Pet. Tenant must promptly have a Pet cared for by a licensed veterinarian at the first sign of illness or disease to the Pet. At the tenant's expense, Pets and the unit where a Pet is housed must be regularly treated for fleas, ticks, mites, or other parasites known to infest animals and habitats.
- e. **Breeding or Keeping Animals for Fighting.** Tenants must not keep a Pet for breeding or fighting. If a tenant's Pet is bred or used for fighting, the BHA may terminate its approval of the Pet and remove the Pet from the premises according to this Policy.
- f. **Termination of Approval and Removal of Pet.**
 - 1. **Violation of Policy.** Violation of this Policy one or more times within a twelve-month period will be grounds for termination of Pet approval. When the BHA reasonably determines that a tenant has violated this Policy, the BHA will notify the tenant of the alleged Policy violation in writing according to the procedure for service of notice established in the tenant's lease. The notice of the alleged Policy violation must contain a brief statement of the factual basis for the alleged violation and the rule or rules the BHA believes were violated. The notice must also contain a copy of this Policy.
 - 2. **Ten Days Allowed to Correct Violation.** The tenant has ten days from the date of service of the notice to correct the violation (including, in appropriate circumstances, removal of the Pet) or to make a written request for a meeting to discuss the violation. The effective date of service is the day that the notice is delivered or mailed, or in the case of service by posting, on the day that the notice was posted.
 - 3. **Failure to Correct.** The tenant's failure to correct the violation may result in termination of the tenant's lease and revocation of the BHA's approval of the Pet.
 - 4. **Meeting.** If the tenant makes a timely request for a meeting to discuss an alleged Policy violation, the HA will determine, in consultation with the tenant, a reasonable time and place for the meeting. At the meeting, the BHA and the tenant will discuss any alleged Policy violation. At the conclusion of the meeting, the BHA may, in its sole discretion, require removal of the Pet, allow the tenant additional time to correct the Policy violation, or withdraw its alleged Policy violations. The BHA will notify the tenant of its decision in writing within ten business days after the meeting.
- g. **SERIOUS OR REPEATED VIOLATION OF THIS POLICY BY A TENANT WILL BE GROUNDS FOR REMOVAL OF THE PET FROM THE PREMISES, MAY BE GROUNDS FOR FUTURE DISAPPROVAL OF AN ANIMAL AS A PET, AND MAY RESULT IN TERMINATION OF TENANCY IN ACCORDANCE WITH THE PROVISIONS OF THE LEASE AGREEMENT AND APPLICABLE FEDERAL, STATE AND LOCAL LAW.**

- h. The HA may require the immediate removal of any Pet from the premises if the Pet's conduct or condition is determined to constitute a threat to the health or safety of other Pets, occupants of HA property, or other persons in the community.

I have read and understand the pet rules and agree to comply with these rules as long as I keep a pet on Benson Housing Authority property.

Tenant Signature

Date

BHA Representative

Date

This Pet and Service Animal Policy is established for the Benson Housing Authority, by action of the Board of Commissioners on this the 31st day of January 2015.