

PETS

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

INTRODUCTION

This chapter explains the GFHA'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 the GFHA 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 the GFHA.

The chapter is organized as follows:

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: Pet policy: This part includes pet policies that are common to both elderly developments and general occupancy developments.

PART I: ASSISTANCE ANIMALS

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

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 the GFHA's pet policies described in Part II [24 CFR 5.303; 960.705].

Assistive animals are allowed in all public housing with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe and sanitary manner and to refrain from disturbing their neighbors.

APPROVAL OF ASSISTANCE ANIMALS

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 GFHA approve a reasonable accommodation. 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.

The GFHA 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.

The GFHA'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:

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

The GFHA has the authority to regulate assistance animals under applicable federal, state and local law [24 CFR 5.303(b)(3); 960.705(b)(3)].

CARE AND HANDLING

HUD regulations do not affect any authority the GFHA 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, the GFHA will consider whether the violation could be reduced or eliminated by a reasonable accommodation. If the GFHA determines that no such accommodation can be made, the GFHA may withdraw the approval of a particular assistance animal.

PART II: PET POLICIES

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

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. It also establishes reasonable rules governing the

keeping of common household pets. The following pet policies apply to all units managed by the GFHA.

MANAGEMENT APPROVAL OF PETS

Registration of Pets

The GFHA requires registration of all pets with the GFHA [24 CFR 960.707(b)(5)]. Pets must be registered with the GFHA 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. The pet agreement 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 GFHA will refuse to register a pet if:

- The pet is not *a common household pet*.
- 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 GFHA 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 GFHA refuses to register a pet, a written notification will be sent to the pet owner within 10 business days of the GFHA'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 GFHA's grievance procedures.

Pet Agreement

Residents who have been approved to have a pet must enter into a pet agreement with the GFHA 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 GFHA'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 GFHA's pet policy and applicable house rules may result in the withdrawal of GFHA approval of the pet or termination of tenancy.

STANDARDS FOR PETS [24 CFR 5.318; 960.707(b)]

The GFHA may establish reasonable requirements related to pet ownership including, but not limited to:

- Limitations on the number of animals in a unit

- Prohibitions on types of animals that the GFHA classifies as dangerous, provided that such classifications are consistent with applicable state and local law
 - Prohibitions on individual animals, based on certain factors, including the size and weight of the animal
 - Requiring pet owners to have their pets spayed or neutered
- The GFHA may not require pet owners to have any pet's vocal cords removed or the removal of a cats claws

Definition of “Common Household Pet”

There is no regulatory definition of common household pet for public housing programs, although the regulations for pet ownership in both elderly/disabled and general occupancy developments use the term. The regulations for pet ownership in elderly/disabled developments expressly authorize the GFHA to define the term [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.

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
- Barnyard animals

Residents may own a maximum of one pet. 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.

Pet Restrictions

The following animals are not permitted:

- Any animal whose adult weight will exceed 25 pounds
- Any animal not permitted under state or local law or code

Other Requirements

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.

PET OWNERSHIP RULES

Pet owners must maintain pets responsibly, in accordance with GFHA 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 are responsible for cleaning up after their pet or other unknown pet waste on their property or in all community areas.

Cleanliness

The pet owner shall be responsible for the removal of waste from their property as well as community areas. 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 must agree to control the noise of pets so that such noise does not constitute a nuisance to other residents or interrupt their peaceful 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

Each pet owner 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 GFHA property. No animals may be tethered or chained inside or outside the dwelling unit at any time.

Responsible Parties

The pet owner will be required to designate one responsible parties 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 GFHA 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 assistive animals.

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. This includes if a determination is made on objective facts supported by written statements, that a resident/pet owner has violated the pet rules, a 14 day notice to repair or quit will be served.

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 GFHA after reasonable efforts cannot contact the responsible party, the GFHA may contact the appropriate state or local agency and request the removal of the pet.

Emergencies

The GFHA 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 referring the situation to the appropriate state or local entity authorized to remove such animals.

If it is necessary for the GFHA 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

This part describes the GFHA's policies for pet deposits and fees.

PET DEPOSITS Payment of Deposit

The GFHA requires tenants who own or keep pets in their units to pay a refundable pet deposit. This deposit is in addition to any other financial obligation generally imposed on tenants of the project [24 CFR 5.318(d)(1)]. The amount of pet deposit that may be charged by the GFHA is \$300 Per dwelling unit. The pet deposit is not part of the rent payable by the resident [24 CFR 5.318(d)(5)].

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

The GFHA may use the pet deposit only to pay reasonable expenses directly attributable to the presence of the pet. The GFHA must refund the unused portion of the pet deposit to the tenant within a reasonable time after the tenant moves from the project or no longer owns or keeps a pet in the unit. The GFHA 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. (IAW MCA 70-25) The resident will be billed for any amount that exceeds the pet deposit. The GFHA will provide the resident with a written list of any charges against the pet deposit within 30 days of the move-out inspection. If the resident disagrees with the amount charged to the pet deposit, the GFHA will provide a meeting to discuss the charges.

OTHER CHARGES

Pet-Related Damages During Occupancy

All reasonable expenses incurred by the GFHA 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. 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.