

CHICOPEE HOUSING AUTHORITY

CHICOPEE, MASSACHUSETTS

PET POLICY

INTRODUCTION

PHA's have discretion in the development of policies pertaining to the keeping of pets in public housing units. This Chapter explains CHA's policies on the keeping of pets and any criteria or standards pertaining to the policy. The rules adopted are reasonably related to the legitimate interest of CHA to provide a decent, safe and sanitary living environment for all tenants, to protecting and preserving the physical condition of the property, and to preserve the financial interest of CHA.

The purpose of this policy is to establish CHA's policy and procedures for ownership of pets in elderly and disabled units as well as in family units, and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. CHA also establishes reasonable rules governing the keeping of common household pets.

Nothing in this policy or the dwelling lease limits or impairs the right of persons with disabilities to own animals that are considered a disability service animal.

In accordance with Section 526 of the Quality Housing and Work Responsibility Act of 1998 (QHWRA), Chicopee Housing Authority (CHA) hereby sets forth rules and regulations concerning pet ownership in its public housing units. Only “common household pets” as defined herein will be permitted in CHA owned properties.

A **common household pet**, for the purposes of CHA's conventional housing program: A domesticated animal, such as a dog, cat, bird, or fish that is traditionally kept in the home for pleasure rather than for commercial or breeding purposes. Common household pet does not include reptiles. This definition shall not include animals that are used to assist persons with disabilities.

Residents may own up to two pets as defined in this policy. If one of the pets is a dog or cat, the second pet must be contained in a cage or an aquarium for fish. Each bird or other animal, other than fish, shall be counted as one pet.

A. EXCLUSION FROM THE PET POLICY FOR ANIMALS THAT ASSIST PERSONS WITH DISABILITIES (FHEO 2013-01)

PHA FHEO Notice 2013-01 explains certain obligations of housing providers under the fair Housing Act (Act), Section 504 of the Rehabilitation Act of 1973 (Section 504), and the Americans with Disabilities Act (ADA) with respect to animals that provide assistance to individuals with disabilities. The Department of Justice's (DOJ) amendments to its regulations for Titles H and III of the ADA limit the definition of “service animal” under the ADA to include only dogs (and small horses), and further define “service animal” to exclude emotional support animals.

This definition, however, does not limit CHA's obligation to make reasonable accommodations for assistance animals under the Act or Section 504. Persons with disabilities may request a reasonable accommodation for any assistance animal, including an emotional support animal, under both the Act and Section 504. In situations where the ADA and the Act/Section 504 apply simultaneously (e.g., a public housing agency, sales or leasing offices, or housing associated with a university or other place of education), housing providers must meet their obligations under both the reasonable accommodation standard of the Act/Section 504 and the service animal provisions of the ADA.

CHA's Pet Policy shall neither apply to animals that are used to assist persons with disabilities and their assistance animals, who visit CHA's developments and dwelling units. Pet policies do not apply to either service animals or companion animals. 24 CFR 5: 24 CFR 960.705. Residents with an animal that assists persons with disabilities must still comply with all other conditions of the lease, including but not limited to; maintaining property, fulfilling housekeeping and not disturbing other residents' peaceful enjoyment of the property.

- The resident or prospective resident verifies that they are persons with disabilities by completing CHA's reasonable accommodation process.
- The animal has been trained to assist persons with the specific disability (example, guide dog); and
- The animal actually assists the person with a disability.

CHA must grant this exclusion if the following is provided:

- The resident or prospective resident verifies that they are persons with disabilities by completing CHA's reasonable accommodation process.
- The animal has been trained to assist persons with the specific disability (example, guide dog); and
- The animal actually assists the person with a disability.

Note: Written certification of training for the animal is not required, nor should it be requested.

Certain entities will be subject to both the service animal requirements of the ADA and the reasonable accommodation provisions of the Act and/or Section 504. These entities include, but are not limited to, public housing agencies and some places of public accommodation, such as rental offices, shelters, residential homes, some types of multifamily housing, assisted living facilities, and housing at places of education. CHA will ensure compliance with all relevant civil rights laws. As noted above, compliance with the Act and Section 504 does not ensure compliance with the ADA. Similarly, compliance with the ADA's regulations does not ensure compliance with the Act or Section 504. The preambles to DOJ's 2010 Title II and Title III ADA regulations state that public entities or public accommodations that operate housing facilities "may not use the ADA definition [of "service animal"] as a justification for reducing their Act obligations. CHA will apply this standard.

Companion Service Animal

Distinction is hereby given to “companion animals” and “service animals.” If the animal does not have specific disability related training but is necessary in coping with the disability (for instance, if the animal provides emotional support to a person with a panic disorder), the animal is a “companion animal” not a “service animal.”

A “service animal” means any guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability. Service animals are equivalent to other “auxiliary aids” such as wheelchairs and eyeglasses, and as such must be permitted. 24 CFR 5.303; 28 CFR 36.104.

When an applicant or resident with a disability asserts and can verify that an animal is a companion or service animal for his/her disability, the applicant should make a request for a reasonable accommodation; specifically, to be allowed to keep the animal by completing CHA's reasonable accommodation process.

CHA will require verification that the applicant is a “qualified individual with handicaps” as defined by 24 CFR 8.3, and that the animal is necessary in coping or assisting with the disability.

Upon receipt of verifications, CHA will approve the animal.

Residents requiring more than one pet as either a “companion animal” or “service animal” must request the animal by completing CHA's reasonable accommodation process.

B. MANDATORY RULES FOR RESIDENTS WITH PETS

In accordance with 24 CFR 960.707, CHA hereby sets forth the following rules for pet ownership in its conventional housing units:

Registration

1. The Resident must request and receive written formal approval from the CHA prior to bringing the common household pet, (hereinafter referred to as “pet”) on the premises. The pet request shall be made on the standard form “Pet Occupancy Request/Registration Form.” **All** pets must be registered, even if a pet deposit is not required.
2. Registration of the pet shall include a photograph being taken by the CHA and retained on file. The photograph will be utilized to confirm identity of the pet in case of emergency and to ensure that the same pet registered is the pet occupying the resident's dwelling unit.
3. Residents registering pets that are not fully-grown at the execution of the initial Pet Addendum will be required to report back to the development office at the first-year anniversary of the agreement in order that the pet may be re-photographed for identification purposes.

4. At the time of registration, Resident must provide information sufficient to identify the pet and to demonstrate that it is a common household pet.
5. The name, address, and phone number of one or more responsible parties who will care for the pet if the pet owner dies, is incapacitated, or is otherwise unable to care for the pet must be provided at the time of registration.
6. A Pet Policy Addendum must be completed and signed prior to the pet being allowed in the unit.
7. A Pet Security Deposit of \$_____ must be paid at the time of the pet move-in, unless it is an assistive animal. The deposit may be paid in increments of no less than \$_____ per month for each succeeding month, until \$_____ has been paid. The Pet Security Deposit may not be used or any part thereof for any damages to the unit unless directly related to said pet.
8. There is a limit of one pet per household.
9. The weight of an animal cannot exceed to thirty (30) pounds (fully-grown).

Dogs

1. Must adhere to the breed restrictions in this policy
2. Must be spayed or neutered, must be housebroken, must have all inoculations and must be licensed as specified now or in the future by City of Chicopee, State law or local ordinance.
3. Doghouses located outside any dwelling unit are prohibited.

Cats

1. The resident must provide waterproof and leak proof litter boxes for cat waste, which must be kept inside the dwelling unit. Litter boxes must be changed **twice** per week at a minimum. Cardboard boxes are not acceptable and will not be approved. The resident shall not permit refuse from litter boxes to accumulate, become odorous, to become unsightly, or unsanitary.
2. Must be spayed or neutered, must be housebroken, must have all inoculations and must be licensed as specified now or in the future by City of Chicopee, State law or local ordinance.

Dog/Cat-Spaying and Neutering

If the pet is a **dog or cat**, it must be **spayed/neutered** by six months of age. Evidence of spaying/neutering can be proved by a statement/bill from a licensed veterinarian and/or staff of the Humane Society or by means of the veterinarian certification provided for on the Pet Registration Form.

Birds

1. Maximum number: 1
2. Must be enclosed in a cage at all times.

Fish

If the pet is **fish**, the **aquarium must be twenty gallons or less**, and the container must be placed in a safe location in the unit. The resident is limited to one container for fish; however, there is no limit on the number of fish that can be maintained in the container as long as the container is maintained in a safe and non-hazardous manner.

Residents shall be responsible for any damage caused by leakage or spillage from the aquarium or fish bowl. The aquariums must be on a provable stand that is stable and cannot be easily pushed over.

Rodents (Guinea pig, hamster, or gerbil ONLY; mice are not allowed.)

1. Maximum number 1
2. Must be enclosed in an acceptable cage at all times. Must have any or all inoculations as specified now or in the future by State. law or local ordinance.

Turtles

1. Maximum number 1
2. Must be enclosed in an acceptable aquarium/cage/bowl at all times.

Inoculations/Vaccinations

The pet(s) must have received rabies and distemper inoculations or boosters, as applicable. The resident shall provide the CHA with evidence of inoculations certified by a licensed veterinarian or a State or local authority empowered to inoculate animals (or designated agent of such an authority) stating that the pet has received all inoculations required by applicable State and local law. Said certification may be provided on the veterinarian's statement/bill or on the Pet Registration form.

Licensing

1. Licensing of all dogs shall be required in accordance with applicable State and local law on an annual basis. The dog must always wear a license with owner's name, address and telephone number.
2. In the event that applicable State or local law changes with reference to licensing of any and all pets, CHA will require its residents to comply upon appropriate notice.

Sanitary Conditions

The pet rules shall prescribe sanitary standards to govern the disposal of pet waste. These rules are as follows:

1. Resident shall be responsible for immediately disposing of all animal waste excreted inside the development building or on the development grounds.
2. Pet waste may be disposed in designated areas for the development (pet waste stations or dumpsters).
3. Waste must be placed in a plastic bag, tightly secured and deposited in a dumpster.
4. Poorly disposed waste will not be tolerated and will be subject to a \$_____ charge per incident.
5. Each time a pet owner fails to remove pet waste in accordance with this rule, a \$_____ charge will be levied to the resident's account.
6. Conditions outlined in **Cats #1.**, above, pertaining to cat waste shall also prevail.

General Provisions

1. All pets must be housed within the unit and no facilities can be constructed outside of the unit for any pet.
2. Costs incurred by CHA for **extermination of fleas, ticks, and other animal related pests**, will be deducted from the pet security deposit after either the pet is removed or the resident vacates. Residents are encouraged to use flea bombs to get rid of fleas and other animal-related pests on an “as needed” basis.
3. Pet(s) shall not disturb, interfere or diminish the peaceful enjoyment of other residents. The terms, "disturb, interfere or diminish" shall include but is not limited to: barking, meowing, crying, howling, chirping, biting, scratching and other like activities. This includes any pets that make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one-half hour or more and therefore disturbs any person at any time of the day or night. The CHA will terminate this authorization if a pet disturbs other residents under this section of the lease addendum. The resident will be given one week to make other arrangements for the care of the pet or the dwelling lease will be terminated.
4. Each pet must be maintained responsibly and in accordance with this pet ownership lease addendum and in accordance with all applicable ordinances, state and local public health, animal control, and animal anti-cruelty laws and regulations governing pet ownership.
5. The weight of all four-legged animals, other than dogs, cannot exceed 30 pounds with height not to exceed 15 inches from the front shoulder of the animal.
6. Pets may not be bred or used for any commercial purposes on CHA property.

C. CONTROL OF THE ANIMAL

1. No animal shall be permitted to be loose and if the pet is taken outside it must be taken outside on a chain leash **no longer than five (5') feet** and kept off lawns designated to other residents. Retractable leashes are prohibited.
2. All authorized pet(s) must be under the control of an adult leaseholder. An unleashed pet, or one tied to a fixed object, is not under the control of an adult. CHA staff will contact the local Humane Society or dog warden in the event pets are found to be unleashed, or leashed and unattended, on CHA property. It shall be the responsibility of the resident to reclaim the pet and at the expense of the resident.
3. The resident pet owner shall have canine pets restrained so that maintenance can be performed in the dwelling unit. The resident **shall** whenever an inspection or maintenance is scheduled, either be at home or shall have all animals restrained or caged. If a maintenance person enters an apartment where an animal is not restrained, maintenance shall not be performed, and the resident pet owner shall be charged a fee of \$_____. If the situation again occurs, the pet shall be removed from the premises. Pets that are not caged or properly restrained will be impounded and reported to the local Humane Society for removal. It shall be the responsibility of the resident pet owner to reclaim the pet at the expense of the resident. **The Housing Authority shall not be responsible if any animal escapes from the residence due to its maintenance, inspections, or other activities.**

D. UNATTENDED ANIMALS

Pet(s) may not be left unattended for twenty-four (24) hours or more. If it is reported to CHA staff that a pet has been left unattended for more than twenty-four (24) hour period, CHA staff may enter the unit and remove the pet and transfer the pet to the humane society. Any expense to remove and reclaim the pet from any facility will be the responsibility of the resident.

E. PROHIBITED PETS

1. CHA will forbid the following kinds of animals from being kept as pets on any of its properties: **Pitbull, Rottweiler, German Shepherd, Chow, Doberman Pinscher or any species considered vicious, intimidating, or kept for the purpose of training for fighting or wagering of bets (i.e. roosters for “cockfighting”, etc.).** CHA forbids the keeping of animals that have had their vocal cords cut, by a process commonly known as “debarking.”
2. Exotic pets or barnyard animals are prohibited. Exception may be certain species of pigs utilized as bonafide “service animals”. (Snakes and reptiles are considered exotic pets.)
3. Animals who would be allowed to produce offspring for sale.
4. Wild animals, feral animals, and any other animals that are unamenable to routine human handling.

5. Animals of species commonly used on farms.
6. Non-human primates.
7. Animals whose climatologically needs cannot be met in the unaltered environment of the individual dwelling unit.
8. Pot-bellied pigs.
9. Snakes, lizards, spiders, chickens.
10. The following restrictions apply to pets, based on weight, size and inherent dangerousness, including prohibitions against the keeping of:

Common household pets shall be defined as “domesticated animals such as a dog, cat, bird, rodent, fish or turtle.” Common household pets are defined as follows:

- Bird Includes Canary, Parakeet, Finch and other species that are normally kept caged; birds of prey are not permitted.
- Fish In tanks or aquariums, not to exceed twenty (20) gallons in capacity; poisonous or dangerous fish are not permitted.
- Dogs Not to exceed 30 pounds (30 lbs) weight, or fifteen (15) inches in height at full growth. Dogs must be spayed or neutered. Veterinarian's recommended/suggested types of dogs are as follows;
 - a. Chihuahua
 - b. Pekingese
 - c. Poodle
 - d. Schnauzer
 - e. Cocker Spaniel
 - f. Dachshund
 - g. Terriers

NO PIT BULLS, DOBERMANS, ROTTWEILERS OR ANY ANIMAL OF A VICIOUS OR INTIMIDATING NATURE AS DETERMINED BY THE CHA WILL BE PERMITTED.

- Cats, Rodents
- Exotic Pets
- Cats must be spayed or neutered and be de-clawed.
- Rodents other than hamsters, gerbils, white rats or mice are not considered common household pets. These animals must be kept in appropriate cages. (Limit 2 of the same sex)
- At no time will the CHA approve of exotic pets, such as snakes, monkeys, game pets, etc.

Tenants must adhere to the restrictions on numbers and types of pets.

F. PET POLICY VIOLATION PROCEDURES

CHA reserves the right to require residents to remove any pet from the premises whose conduct (noise, biting, breeding, etc.) or condition is duly determined to constitute a nuisance or a threat to the health or safety of the other occupants or pets of the development, neighbors, staff, or visitors. CHA reserves the right to remove such a pet in the event that the pet owner does not or cannot remove the pet.

Notice of Pet Policy Violation

If CHA determines on the basis of objective facts, supported by written statements, that a pet owner has violated a rule governing the owning or keeping of pets:

CHA may serve a written notice of Pet Policy violation on the pet owner in accordance with the dwelling lease. The notice of pet rule violation must:

1. Contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated;
2. State that the pet owner has five (5) calendar days from the effective 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;
3. State that the pet owner is entitled to be accompanied by another person of his or her choice at the meeting; and
4. State that the pet owner's failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in initiation of procedures to terminate the pet owner's tenancy.

Pet Policy Violation Private Conference

If the pet owner makes a timely request for a private conference to discuss an alleged Pet Policy violation, CHA shall establish a mutually agreeable time and place for the private conference but no later than three (3) business days from the effective date of service of the notice of Pet Policy violation.

At the pet rule violation private conference, the pet owner and CHA representative shall discuss any alleged Pet Policy violation and attempt to correct it. CHA may, as a result of the meeting, give the pet owner additional time to correct the violation.

Notice for Pet Removal

If the pet owner and CHA are unable to resolve the Pet Policy violation at the pet rule violation private conference, or if a representative of CHA staff determines that the pet owner has failed to correct the Pet Policy violation within any additional time provided herein, the CHA may serve a written notice on the pet owner in accordance with Section of the Dwelling Lease or at the private conference, if appropriate, requiring the pet owner to remove the pet. The notice must:

1. Contain a brief statement of the factual basis for the determination and the Pet Policy or rules that have been violated;
2. State that the pet owner must remove the pet within five (5) calendar days of the effective date of service of the notice of pet removal (or the private conference, if notice is served at the private conference); and
3. State that failure to remove the pet may result in initiation of procedures to terminate the pet owner's tenancy,

Initiation of Procedures to Remove a Pet or Terminate the Pet Owner's Tenancy

CHA may not initiate procedures to terminate a pet owner's tenancy based on a Pet Policy violation, unless:

1. The pet owner has failed to remove the pet or correct a pet rule violation within the applicable time period specified in this section (including any additional time permitted by the owner); and
2. The Pet Policy violation is sufficient to begin procedures to terminate the pet owner's tenancy under the terms of the lease and applicable regulations.

If a pet is removed due to death or incapacity of the pet owner and to responsible parties are contacted and are unwilling or unable to remove the pet or cannot be contacted; the pet will be removed and placed in a pet facility for a period not exceeding 30 days. The cost will be the responsibility of the pet owner and will be paid from the deposit.

The CHA may initiate procedures to remove a pet under 24 CFR 5.327 (threat to health and safety) at any time, in accordance with the provisions of applicable State or local law.

G. SCHEDULE OF PET DEPOSITS

Deposit Schedule	
(One-time deposit is required for each pet at the time of registration)	
Type of Pet	Deposit
Dog	\$
Cat/Ferrets	\$
Aquarium	\$
Fish Bowl (Requires no power and no larger than two gallons)	\$
Birds (must be in a cage)	\$
Caged Pets (Gerbils, Hamsters, Guinea Pig)	\$

Note: The above schedule is applicable for each pet; therefore, if a resident pet owner has more than one pet he or she must pay the applicable deposit for each pet

ALL PET AGREEMENTS SIGNED WITH RESIDENTS OF CHA PRIOR TO THE ADOPTION OF THIS POLICY (___/___/___) ARE NOT SUBJECT TO PAYING ADDITIONAL DEPOSIT AMOUNTS.

RESIDENTS SIGNING PET POLICY ADDENDUM'S FOLLOWING THE ADOPTION OF THIS POLICY WILL BE SUBJECT TO PAYING DEPOSITS FOR ANY NEW **OR** ADDITIONAL PETS.

No pet shall be allowed in the unit prior to the completion of the terms of this Pet Policy.

The pet deposit made shall be utilized to offset damages caused by the pet and/or tenant. Any balance, if any, from the deposit will be refunded to the tenant

Pet Deposits

CHA will allow gradual payment of the deposit in accordance with the following:

- An initial payment of \$_____ on or prior to the date the pet is properly registered and brought into the apartment, and;
- Monthly payments in an amount no less than \$_____ until the specified deposit has been paid.
- CHA reserves the right to change or increase the required deposit by amendment to these rules.
- CHA will refund the Pet Deposit to the tenant, less any damage caused by the pet to the dwelling unit, upon removal of the pet or the owner from the unit.
- CHA will return the Pet Deposit to the former tenant or to the person designated by the former tenant in the event of the former tenant's incapacitation or death.
- CHA will provide the tenant or designee identified above with a written list of any charges against the pet deposit. If the tenant disagrees with the amount charged to the pet deposit, CHA will provide a meeting to discuss the charges.

All reasonable expenses incurred by CHA as a result of damages directly attributable to the presence of the pet in the development 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;
- Common areas of the development.

Pet Deposits are not a part of rent payable by the resident.

Any damage to the apartment, building, grounds, flooring, walls, trim, finishes, tiles, carpeting, or stains thereon, will be the full responsibility of the resident and the resident agrees to pay any costs involved in restoring the apartment to its original condition.

If CHA finds a residual odor problem left in the apartment, the resident agrees to pay for the cost of any and all materials or chemicals needed to repair to remove the odor. If odor removal fails, the resident agrees to pay for replacement of carpeting, padding, wallboard, baseboard, etc., as is deemed necessary. The resident also agrees to abide by management's decision as to what is necessary.

It shall be a serious violation of the lease for any resident to have a pet without proper approval and without having complied with the terms of this policy. Such violation shall be considered to be a violation of the lease (a serious violation) and the CHA will issue a termination notice in accordance with of the dwelling lease. The resident pet owner will be entitled to a grievance hearing in accordance with the provisions of the dwelling lease.

PET POLICY ADDENDUM

This Addendum is being executed in Accordance with the terms of the Dwelling Lease.

Section I. Pet Ownership

A resident may own one or more common household pets or have one or more common household pets present in the dwelling unit of such resident, subject to the following conditions:

1. Each head of household may own up to the limit of pets under the CHA policy. CHA shall only allow one 4-legged pet per household.
2. If the pet is a dog or cat, it must be neutered/spayed by the age of six (6) months. The evidence can be provided by a statement/bill from a veterinarian, certified on CHA Exhibit "4 and 5", and/or staff of the local humane society. Evidence must be provided prior to the execution of this agreement and/or within 10 days of the pet becoming of the age to be neutered/spayed or declawed. Resident must provide waterproof and leak proof liner boxes for cat waste, which must be kept inside the dwelling unit. Cardboard boxes are not acceptable and will not be approved. The Resident shall not permit refuse from litter boxes to accumulate nor to become unsightly or unsanitary. Also, the weight of a cat cannot exceed ten (10) pounds (fully grown) and a dog may not exceed the limit of the policy in weight (fully-grown).
3. If the pet is a bird, it shall be housed in a birdcage and cannot be let out of the cage at any time.
4. If the pet is a fish, the aquarium must be twenty (20) gallons or less, and the container must be placed in a safe location in the unit. The Resident is limited to one container for the fish; however, there is no limit on the number of fish that can be maintained in the container as long as the container is maintained in a safe and non-hazardous manner.
5. If the pet is a cat or dog, it must have received rabies and distemper inoculations or boosters, as applicable. Evidence of inoculations can be provided by a statement/bill from veterinarian, certified on CHA Exhibit "4 and 5", or by staff of the Humane Society and must be provided before the execution of the Pet Policy Addendum.
6. All pets must be housed within the unit and no facilities can be constructed outside of the unit for any pet. No animal shall be permitted to be loose and if the pet is taken outside it must be taken outside on a leash and kept off other Resident's lawns. Also, all pets must wear collars with identification and license at all times. Pets without a collar will be picked-up immediately by the Humane Society, county dog warden, or other appropriate agency.
7. All pet(s) must be under the control of an adult leaseholder. An unleashed pet, or one tied to a fixed object, is not considered to be under the control of an adult leaseholder. Pets, which are unleashed, or leashed and unattended, on housing authority property, may be impounded and reported to the local Humane Society, dog warden or other appropriate agency for pick-up. It shall be the responsibility of the Resident to reclaim the pet at the expense of the Resident.

8. Pet(s) may not be left unattended for more than twenty-four (24) hours. If it is reported to CHA staff that a pet(s) has been left unattended for more than a twenty-four (24) hour period, CHA staff may enter the unit with the humane society, dog warden or other appropriate agency to pick-up the animal. Any expense to remove and reclaim the pet from any facility will be the responsibility of the Resident. In the case of an emergency, CHA will work with the resident to allow no more than 24 hours for the resident to make accommodations for the pet.
9. Pet(s), as applicable, must be weighed by a veterinarian or staff of the Humane Society. A statement containing the weight of the pet must be provided to CHA prior to the execution of this agreement and upon request by the CHA at any time following the inception of the Pet Policy Addendum.
10. Responsible Pet Ownership: Each pet must be maintained responsibly and in accordance with this pet ownership lease addendum and in accordance with all applicable ordinances, state and local public health, animal control, and animal anti-cruelty laws and regulations governing pet ownership. Any waste generated by a pet must be properly and promptly disposed of by the tenant to avoid any unpleasant and unsanitary odor from being in the unit in accordance with the provisions of CHA's Pet Policy.
11. Prohibited Animals; Animals or breeds of animals that are considered by CHA to be vicious and/or intimidating will not be allowed. Some examples of animals that have a reputation of a vicious nature are: reptiles, Rottweiler, Doberman Pinscher, Pit Bulldog, German Shepherd, Chow, and/or any animal that displays vicious behavior. This determination will be made by a CHA representative prior to the execution of this lease addendum.
12. Pet(s) shall not disturb, interfere or diminish the peaceful enjoyment of other residents. The terms, "disturb, interfere or diminish" shall include but not be limited to barking, meowing, crying, howling, chirping, biting, scratching and other like activities. This includes any pets that make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one-half hour or more and therefore disturbs any person at any time of the day or night. The CHA will terminate this authorization if a pet disturbs other residents under this section of the lease addendum. The resident will be given one week to make other arrangements for the care of the pet or the dwelling lease will be terminated.
13. If the animal should become destructive, create a nuisance, represent a threat to the safety and security of other persons, or create a problem in the area of cleanliness and sanitation, the CHA will notify the tenant, in writing, that the animal must be removed from the development, within five (5) days of the date of the notice from CHA. The Resident may request a hearing, which will be handled according to CHA's established grievance procedure. The pet may remain with the resident during the hearing process unless CHA has determined that the pet may be a danger or threat to the safety and security of other persons. If this determination has been made by CHA, the pet must be immediately removed from the unit upon receipt of the notice from CHA.

14. The Resident is solely responsible for cleaning up the waste of the pet within the dwelling and on the premises of the public housing development. If the pet is taken outside, it must be on a leash at all times. If there is any visible waste by the pet, it must be disposed of in a plastic bag, securely tied and placed in the garbage receptacle for their unit. If the Housing Authority staff is required to clean any waste left by a pet, the Resident will be charged \$_____ for the removal of the waste.
15. The Resident shall have pets restrained so that maintenance can be performed in the apartment. The Resident shall, whenever an inspection or maintenance is scheduled, either be at home or shall have all animals restrained or caged. If a maintenance person enters an apartment where an animal is not restrained, maintenance shall not be performed, and the Resident shall be charged a fee of \$_____. If this same situation again occurs, the pet shall be removed from the premises. Pets that are not caged or properly restrained may be impounded by animal control officers and taken to the local Humane Society or dog warden. It shall be the responsibility of the Resident to reclaim the pet at the expense of the Resident. The Housing Authority shall not be responsible if any animal escapes from the residence due to maintenance, inspections, or other activities of the landlord.
16. Pets may not be bred or used for any commercial purposes on CHA property.

Section II. SCHEDULE OF FEES AND DEPOSITS

FEE AND DEPOSIT SCHEDULE

(A Pet Fee **and** Deposit is required for **each** pet)

Type of Pet	Deposit
Dog	\$
Cat/Ferret	\$
Fish Aquarium	\$
Fish Bowl (Requires no power and no larger than two gallons)	\$
Birds	\$
Caged Pets	\$
<p>Note: The above schedule is applicable for each pet; therefore, if a resident has more than one pet he or she must pay the applicable annual fee and deposit for each pet. Annual fees will be due each year on the anniversary date of signing the Pet Addendum.</p>	

The entire fee (subject to the exception listed below) must be paid prior to the execution of the lease addendum. No pet shall be allowed in the unit prior to the completion of the terms of this pet policy.

The fee shall be paid at the time of the pet approval and all proof of inoculations and other requirements shall be made available to the Housing Authority at such time. The pet fee is not reimbursable. The deposit made shall be utilized to offset damages caused by the pet and/or tenant. Any balance, if any, from the deposit will be refunded to the tenant. **THERE SHALL BE NO REFUND OF THE PET FEE.**

It shall be a serious violation of the lease for any resident to have a pet without proper approval and without having complied with the terms of this policy. Such violation shall be considered to be a serious violation of the lease and this Addendum and the Housing Authority will issue a termination notice. The resident will be entitled to a grievance hearing in accordance with the provisions of the dwelling lease.

It is understood and agreed that CHA is not responsible for any damages caused by the pet including but not limited to: bites and scratches to residents, neighbors, visitors, staff, CHA contractors, and others who are lawfully on the CHA's premises or other pets or service animals.

Exhibit "1"

Preliminary Request for a Reasonable Accommodation

Leaseholder/Resident/Advocate Name: _____ S.S. #: _____

Current Address: _____ Move-In Date: _____

#of Bedrooms: _____ Member of Household Accommodation is requested for: _____

A reasonable accommodation is needed because:

The accommodation will:

- Help you live in the housing or take part in CHA's program;
- Help you meet the lease requirements of CHA's program;
- Help you meet other requirements of CHA's program.

Do not tell the CHA the name of your disability or the nature or extent of your disability.

Physician/Health Care Provider name, address and telephone number: _____

Other comments you would like to make regarding this request: _____

By signing below, you confirm the accuracy of the information submitted above. You will be mailed by the CHA an "Authorization for Release of Medical Information" which will be forwarded to your physician. Your physician will then be required to confirm your eligibility and justify your request for CHA.

Once this process has been completed, CHA will be in contact with you regarding the status of your request, which is based on medical reasons.

Leaseholder/Resident Signature	Phone Number	Date of Request
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Do not write below line

For Office Use Only

CHA's Signature: _____ Date Received by CHA: _____

Date Authorization for Release of Medical Information sent to Leaseholder/Resident: _____

Date Medical Justification Letter sent to physician/health care provider: _____

Exhibit “2”

Authorization for Release of Medical Information

To: _____

(Name & Address of Medical Provider)

RE: _____

The undersigned hereby authorizes you to verify, to the CHA, whether the undersigned is an individual with handicaps as defined by 24 CFR 8.3. The undersigned also authorizes you to disclose to the CHA; the undersigned’s need, if any, for an accessible feature (reasonable modification) to the undersigned’s unit and/or a change in CHA’s policies and/or procedures (reasonable accommodation) so that the undersigned may have an equal opportunity to use and enjoy his/her dwelling unit. The undersigned further authorizes you to disclose, to the CHA, exactly what is requested to accommodate the limitations imposed by the undersigned’s handicaps, if any. However, you are not authorized to provide access to confidential medical records or disclose the specific handicaps to the CHA.

I hereby waive and release you from any restrictions imposed by law in disclosing any professional observation or communication to the CHA that is within the scope of this authorization.

This authorization is valid for ninety (90) days. A photocopy of this authorization shall be as effective as the original.

YOU MUST HAVE YOUR SIGNATURE NOTARIZED WHEN SENDING THE FORM BACK.

Signature Date

Date of Birth _____

Sworn to before me and subscribed in my presence this _____ day of _____ 20____,

Notary Public

Exhibit “3”

Definitions

To: Doctor/Other Qualified Person

Pursuant to 24 CFR 8.3, the definition of an individual with handicaps is provided below:

Individual with handicaps means any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment. For purposes of employment, this term does not include: Any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from performing the duties of the job in question, or whose employment, by reason of current alcohol or drug abuse, would constitute a direct threat to property or the safety of others; or any individual who has a currently contagious disease or infection and who, by reason of such disease or infection, would constitute a direct threat to the health or safety of other individuals or who, by reason of the currently contagious disease or infection, is unable to perform the duties of the job. For purposes of other programs and activities, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others. As used in this definition, the phrase:

1. Physical or mental impairment includes:
 - a. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or
 - b. Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term physical or mental impairment includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.
2. Major life activities mean functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.
3. Has a record of such an impairment means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.
4. Is regarded as having an impairment means:
 - a. Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation;
 - b. Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of others toward such impairment; or
 - c. Has none of the impairments defined in paragraph (a) of this section but is treated by a recipient as having such an impairment.

Exhibit “4”

Pet Occupancy Request/Registration Form

Resident Name: _____

Resident Address: _____

Resident Home Phone Number: _____

Resident Work Phone Number: _____

Alternate Pet Contact: _____

Address of alternate pet contact/care giver: _____

Home Phone Number: _____ Work Phone Number: _____

(List more than one, if applicable)

(To be completed by Veterinarian)

Description of Pet:

Name: _____ Breed: _____

Age: _____ Color: _____

Additional Markings/Information: _____

Height: _____ Weight: _____

Projected Weight at full growth: _____

Veterinarian's Signature _____ Date _____

“Exhibit “5”

Pet Occupancy Registration Form

Resident Name: _____

Resident Address: _____

Resident Home Phone Number: _____

Resident Work Phone Number: _____

Alternate Pet Contact: _____

Address of alternate pet contact/care giver: _____

Home Phone Number: _____ Work Phone Number: _____

(List more than one, if applicable)

Description of Pet: (Picture of Pet is to be attached to this form.)

Name: _____ Breed: _____

Age: _____ Color: _____

Additional Markings/Information: _____

Height: _____ Weight: _____

Projected Weight at full growth: _____

License No.: _____

Copy of License/Tag obtained: Yes No

Veterinarian Information/Certifications:

Name of Veterinarian: _____

Address: _____

Phone No: _____

Certification of Inoculations: _____

Dated: _____

Date spayed or neutered: _____

How long has resident owned this pet? _____

Has your pet lived in rental housing before? Yes No If yes, fill in the following:

Name of apartment complex: _____

Manager's Name: _____

Phone No.: _____

Registration of all pets must be submitted to the Management Office before the pet is permitted on the premises.

Signature Date

(For CHA use only)

Pet Photographed by: _____
CHA Staff Date

Resident has paid the appropriate Pet Deposit and Annual fee for the pet(s) being registered.

Yes No

Pet identification sticker affixed to unit door/window:

By: _____
CHA Staff Date

