JO DAVIESS COUNTY HOUSING AUTHORITY

##  Pet Policy

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 **PURPOSE**

The purpose of this policy is to establish the JO DAVIESS COUNTY HOUSING AUTHORITY (JDCHA) policy and procedures 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 rules adopted are reasonably related to the legitimate interest of JDCHA to provide a decent, safe and sanitary living environment for all Residents, to protecting and preserving the physical condition of the property, and the financial interest of JDCHA.

Nothing in this policy or the dwelling lease limits or impairs the right of persons with disabilities to own CERTIFIED SERVICE animals that are used to assist them.

**ANIMALS THAT ASSIST PERSONS WITH DISABILITIES**

Pet rules will not be applied to certified service animals that assist persons with disabilities.

To be excluded from the pet policy, the resident/pet owner must certify:

That there is a person with disabilities in the household;

That the animal has been certified to assist with the specified disability.

**MANAGEMENT APPROVAL OF PETS**

JDCHA management must approve all pets in advance.

JDCHA will not permit a resident to own a pet in public housing unless the dwelling rent and other charges are paid in a timely manner and are maintained in a current status at all times.

To accommodate residents who have medically certified allergic or phobic reactions to dogs, cats, or other pets, those pets may be barred from certain wings (floors) in our developments/buildings. This shall be implemented based on the demand for this service.

The pet owner must submit and enter into a Pet Agreement with JDCHA. Pet owner must pay a Pet Deposit Fee and supply a picture of the pet so that it can be identified if running loose.

**Registration of Pets**

Pets must be registered with JDCHA before they are brought onto the premises. Registration includes certificate 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), is pest-free, and is neutered or spayed.

Registration must be renewed and will be coordinated with the annual recertification date and proof of license and inoculation will be submitted at least 30 days prior to annual reexamination.

Dogs and cats must be spayed or neutered.

Execution of a Pet Agreement with JDCHA stating that the Resident acknowledges complete responsibility for the care and cleaning of the pet and agrees to hold JDCHA harmless from any claims caused by any action or inaction of the pet.

Registration must be renewed and will be coordinated with the annual recertification date.

Approval for the keeping of a pet shall not be extended pending the completion of theserequirements.

The pet owner will be required to designate two 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 factors that render the pet owner unable to care for the pet.

The pet owner must give JDCHA a picture of the pet so it can be identified if it is running loose.

**Refusal To Register Pets**

JDCHA may not refuse to register a pet based on the determination that the pet owner is financially unable to care for the pet. If JDCHA refuses to register a pet, a written notification will be sent to the pet owner stating the reason for denial and shall be served in accordance with HUD Notice requirements.

JDCHA will refuse to register a pet if/when:

A reasonable request for accommodation has been made by a current resident who has medically certified allergic or phobic reactions to dogs, cats, or other pets. Decision to be made on case-by-case basis.

The pet is not a *common household pet* as defined in this policy or any animal deemed to be potentially harmful to the health or safety of others, including but not limited to attack or fight dogs.

Keeping the pet would violate any House Pet Rules.

The pet owner fails to provide complete pet registration information, or fails to update the registration annually.

JDCHA 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.

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

**STANDARDS FOR PETS**

**If an approved pet gives birth to a litter, the resident must remove all pets from the premises except one (remaining pet must be neutered or spayed).**

Pet rules will not be applied to certified service animals that assist persons with disabilities.

**Persons With Disabilities**

To be excluded from the pet policy, the resident/pet owner must certify:

That there is a person with disabilities in the household;

That the animal has been certified to assist with the specified disability; and

That the animal actually assists the person with the disability.

**Types of Pets Allowed**

A resident may keep no types of pets other than the following.

**Residents are not permitted to have more than one *type* of pet.**

1. **Dogs**

Maximum number: 1.

Maximum adult weight: 25 pounds as certified by a licensed veterinarian.

Maximum adult height: 18 inches as certified by a licensed veterinarian.

Must be housebroken.

Must be **at least 6 months old and** spayed or neutered. A licensed veterinarian must verify this fact. **Any dog or cat that does not meet this requirement will be removed immediately from the resident’s apartment. The resident can do this voluntarily, or JDCHA or its designee will remove the pet at the owner’s expense. The pet will only be allowed back on the premises after all pet policy rules are followed, and written approval has been granted by JDCHA.**

Must have all required inoculations and provide documentation annually.

Must be licensed as specified now or in the future by State law and local ordinance.

Must wear a tag bearing the resident’s name and phone number and the date of the latest rabies inoculation.

Pet owner shall be responsible for the removal of waste from the exercise area and JDCHA property by placing it in a sealed bag and disposing of it in an outside trash bin.

2. **Cats**

Maximum number 1.

Maximum adult weight: 25 pounds as certified by a licensed veterinarian.

Maximum adult height: 18 inches as certified by a licensed veterinarian.

Must be de-clawed.

Must be **at least 6 months old and** spayed or neutered. A licensed veterinarian must verify this fact. **Any dog or cat that does not meet this requirement will be removed immediately from the resident’s apartment. This can be done voluntarily by the resident or by JDCHA Staff or its designee at the owner’s expense. The pet will only be allowed back on the premises after all pet policy rules are followed, and written approval has been granted by JDCHA.**

Must have all required inoculations and provide and provide documentation annually.

Must be trained to use a litter box or other waste receptacle. Resident shall maintain waterproof litter box/waste receptacle. Refuse from litter boxes/waste receptacles shall not accumulate or become unsightly or unsanitary. Litter box/waste receptacles shall be stored inside the pet owners dwelling unit. All animal waste or the litter from litter boxes shall be picked up immediately by the pet owner, disposed of in sealed plastic trash bags, and placed in a trash bin. Litter shall not be disposed of by flushing through a toilet.

Must be licensed as specified now or in the future by State law or local ordinance.

3. **Birds**

Maximum number 2.

 Adult length of bird may not exceed 10 inches.

Must be enclosed in a cage at all times. Cage may not exceed the size of a 5 gallon aquarium.

4. **Fish**

Maximum aquarium size: 5 gallons.

Must be maintained on an approved stand.

5. **Rodents (Guinea pig, hamster or gerbil ONLY)**

Maximum number 1.

Must be enclosed in an acceptable cage at all times. Cage may not exceed the size of a 5 gallon aquarium.

Must have any or all inoculations as specified now or in the future by State law or local ordinance and provide documentation annually.

6. Turtles

Maximum number 1.

Maximum adult length may not exceed 12 inches.

Must be enclosed in an acceptable cage or container at all times. Cage may not exceed the size of a 5 gallon container.

**Miscellaneous Rules**

A pet owner shall physically control or confine his/her pet during the times when JDCHA employees, agents of JDCHA or others must enter the pet owner’s apartment to conduct business, provide services, enforce lease terms, etc.

If a pet causes harm (bites or attacks) to any person, JDCHA may determine that the pet must be removed from JDCHA’s property. Pet owner shall be required to permanently remove the pet from JDCHA’s property within 24 hours of written notice from JDCHA. The pet owner may also be subject to termination of his/her dwelling lease.

Pets (except fish and turtles) may not be left unattended in a dwelling for over 24 hours. If the pet is left unattended and no arrangements have been made for its care, JDCHA will have the right to enter the premises and take the uncared for pet to be boarded at a local animal care facility at the total expense of the resident.

All pet owners shall be responsible for the adequate care, nutrition, exercise, and medical attention for his/her pet. This includes taking precautions to protect their pets from fleas, ticks, and other infestations.

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

**Pet bedding shall not be washed in any common laundry facilities.**

Pets cannot be kept, bred, or used for any commercial purposes.

Pet owners shall not alter their unit, patio, premises, or common areas to create an enclosure for any pet. Installation of pet doors is prohibited.

# NUISANCE OR THREAT TO HEALTH OR SAFETY

The pet and its living quarters must be maintained in a manner to prevent odors and any other unsanitary conditions in the owner’s unit and surrounding areas.

Repeated substantiated complaints by neighbors or JDCHA personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance may result in the owner having to remove the pet or move him/herself.

Pets that make noise continuously and/or incessantly for a period of **10 minutes, intermittently for one half hour, or more to the disturbance of any person at any time of day or night shall be considered a nuisance.**

**PETS TEMPORARILY ON THE PREMISES**

Pets, which are not owned by a Resident, will not be allowed, unless approved by management and accompanied by the owner. Residents are not allowed to keep visiting pets overnight nor without the owner being present.

**Residents are prohibited from feeding or harboring stray animals.**

This rule excludes visiting pet programs sponsored by a humane society or other non-profit organization and **approved in advance** in writing by JDCHA.

State or local laws governing pets temporarily in dwelling accommodations shall prevail.

**FEES AND DEPOSITS FOR PETS**

Residents with animals must pay a pet deposit and deposit must be paid in full prior to registering and bringing the pet into the apartment.

***PET FEE SCHEDULE***

**Pet Deposits:**

Dogs $ 200.00

Cats 200.00

Birds 50.00

Fish 50.00

Rodents 50.00

Turtles 50.00

**Waste Removal**

The resident will be billed at JDCHA’s current cleaning rate per hour with a **minimum charge of 1 hour billed at the then current rate posted at JDCHA County Main Office (Located at 347 Franklin St., Galena, IL 61036).**

**Fumigation**

The resident will be charged actual charges incurred by JDCHA including any labor supplied by JDCHA Personnel.

**Flea Disinfestations**

The resident will be charged actual charges incurred by JDCHA including any labor supplied by JDCHA Personnel.

**Unit Damages**

The resident will be charged actual charges incurred by JDCHA including any labor supplied by JDCHA Personnel.

# Common Area Damages

The resident will be charged actual charges incurred by JDCHA to repair damages attributable to the pet including any labor supplied by JDCHA Personnel.

**Pet Removal**

The resident will be charged actual charges incurred by JDCHA including any labor supplied by JDCHA Personnel.

The resident will be charged actual charges incurred by JDCHA including any labor supplied by JDCHA Personnel should JDCHA need to place the pet in a shelter.

JDCHA reserves the right to change or increase the required deposit by amendment to these rules.

JDCHA will refund the Pet Deposit to the Resident, less any damage caused by the pet to the dwelling unit, upon removal of the pet or the owner from the unit. Costs in excess of the pet deposit amount will be billed to the resident.

JDCHA will return the Pet Deposit to the former Resident or to the person designated by the former Resident in the event of the former Resident's incapacitation or death.

JDCHA will provide the Resident or designee identified above with a written list of any charges against the pet deposit. If the Resident disagrees with the amount charged to the pet deposit, JDCHA will provide a meeting to discuss the charges.

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

**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.

With the exception of assistive animals, pets are not permitted in laundry rooms.

Resident/ Pet Owners are not permitted to exercise pets or permit pets to deposit waste on project premises outside of the areas designated for such purposes.

**INSPECTIONS/EMERGENCIES**

JDCHA may, after reasonable notice to the Resident during reasonable hours, enter and inspect the premises, in addition to other inspections allowed.

JDCHA will take all necessary steps to insure that pets, which become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are referred to the appropriate State or local entity authorized to remove such animals.

If it is necessary for JDCHA to place the pet in a shelter facility, the cost will be the responsibility of the pet owner.

**PET RULE VIOLATIONS AND REMOVALS**

JDCHA Grievance Procedures shall be applicable to all individual grievances or disputes arising out of violations or alleged violations of this policy.

If a determination is made on objective facts supported by written statements, that a resident/pet owner has violated the Pet Rule Policy, written notice will be served.

The Notice will contain a brief statement of the factual basis for the determination and the pet rule(s), which were violated. The notice will also state:

That the pet owner has 5calendar days from the date of the notice to correct the violation or make written request for a meeting to discuss the violation.

If the pet causes harm (bites or attacks) to any person, the pet’s owner shall be required to remove the pet from JDCHA’s property within 24 hours of written notice from JDCHA. The pet owner may also be subject to termination of his/her dwelling lease.

That the pet owner is entitled to be accompanied by another person of his or her choice at the meeting; and

That the pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to terminate the pet owner's tenancy.

If the pet owner requests a meeting within the 5 calendar day period, the meeting will be scheduled no later than 10 calendar days from receipt of the request, unless the pet owner agrees to a later date in writing.

If the resident/pet owner and JDCHA are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by JDCHA, JDCHA may serve notice to remove the pet.

The Notice shall contain:

A brief statement of the factual basis for JDCHA' determination of the Pet Rule that has been violated;

The requirement that the pet owner must remove the pet within 10 calendar days of the notice; and

A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures.

**TERMINATION OF TENANCY**

JDCHA may initiate procedures for termination of tenancy based on a pet rule violation if:

The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified; and

The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease.

**JDCHA AGREEMENT**

**I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ do hereby request permission to keep the following pet in my dwelling unit as a resident of JDCHA:**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Type of Animal Weight**

**I have received a copy of JDCHA PET POLICY. I have read and fully understand the policy provisions regarding the privilege of keeping a pet and agree to abide by those provisions. I accept complete responsibility for the care, cleaning, and actions of my pet. In exchange for the privilege of keeping a pet, I further agree to hold JDCHA harmless from any claims caused by an action or inaction of the pet.**

**Pet Policy Requirements:**

**Veterinarian signed Statement Dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Veterinarian License Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Two (2) signed Sponsor Statements Dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **The alternate pet custodians are:**

 **1st Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **2nd Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Damage Deposit \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Amount Paid Date Paid**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ has met the requirements of JDCHA of the Count of Jo Daviess PET POLICY and is hereby granted permission to keep a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in their dwelling unit.**

**Resident understands that failure to abide by or violate any of JDCHA PET POLICY is grounds to have the pet removed and/or lease termination.**

**JDCHA OF THE COUNTY OF JO DAVIESS**

**By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Signature Date**

**Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Resident Signature Date**

**Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Apt. #**

### SPONSOR STATEMENT

I hereby certify that in case \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Name of Resident) is away overnight or longer, I will remove the pet \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Type of Pet) from the premises of JDCHA.

I further certify that in case of any emergency causing\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Resident Name) not to be able to care for the above-mentioned animal, I will be available to remove the animal from the premises within twelve (12) hours of notification.

Signed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Home Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Work Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

### SPONSOR STATEMENT

I hereby certify that in the case that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Name of Resident) is away overnight or longer, I will remove the pet \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Type of Pet) from the premises of JDCHA.

I further certify that in case of any emergency causing\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Resident Name) not to be able to care for the above-mentioned animal, I will be available to remove the animal from the premises with in twelve (12) hours of notification.

Signed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Home Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Work Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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