

# Hendersonville Housing Authority

## Pet Policy

### 1. Purpose

In compliance with Section 227 of Title II of the Housing and Urban-Rural Recovery Act of 1983, and with 24 CFR Parts 5, 243, 842, and 942, Final Rule, the Housing Authority will permit residents of housing projects to own and keep common household pets in their apartment. This policy sets forth the conditions and guidelines under which pets will be permitted. This policy is to be adhered to at all times.

The purpose of the policy is to ensure that pet ownership will not be injurious to persons or property, or violate the rights of all residents to clean, quiet, and safe surroundings.

#### Common Household Pets are Defined as Follows:

**Birds:** Including canary, parakeet, finch and other species that are normally kept caged; birds of prey are not permitted. No exotic birds are allowed.

**Fish:** Tanks or aquariums are not to exceed 20 gallons in capacity. Poisonous or dangerous fish are not permitted. Only one (1) tank or aquarium is permitted per apartment.

**Dogs:** Not to exceed twenty (20) pounds at time of maturity. All dogs must be neutered or spayed.

No chows, pit bulls, German police dogs, or any other mixed breed with identifiable characteristics specific to one of these breeds, or known fighter breeds will be allowed on the premises.

**Cats:** All cats must be neutered or spayed.

**Strictly Prohibited are:**

- Livestock, Wild or Feral animals
- Exotic animals such as monkeys
- Mice, Rats, Pigeons
- Poisonous reptiles, amphibians, or fish
- Pot Bellied Pigs, Hedgehogs or Ferrets
- Snakes
- Birds of prey
- Insects or spiders
- Poultry, Doves, Rabbits

Hamsters, guinea pigs or gerbils must be kept in cages at all times and cages must be kept clean at all times.

## **2. Registration**

Every pet must be registered with the Housing Authority's management prior to moving the pet into the unit and updated annually thereafter. Registration requires the following:

- a. At initial registration, a certificate signed by a licensed veterinarian, or a state or local authority empowered to inoculate animals (or designated agent of such authority), stating that the animal has received all inoculations required by the state and local law, if applicable (dogs, cats). A certification signed by a licensed veterinarian or state or local authority official shall be annually filed with the Hendersonville Housing Authority to attest to the inoculations. This shall be provided at the time of the reexamination of the family.
- b. Proof of current license, if applicable (dogs, cats).
- c. Identification tag bearing the owner's name, address, and phone number (dogs, cats.)
- d. Proof of neutering/spaying and/or declawing, if applicable (dogs, cats.)
- e. Photograph (no smaller than 3x5) of pet or aquarium.
- f. The name, address, and phone number of a responsible party that will care for the pet if the owner becomes temporarily incapacitated.
- g. Fish - size of tank or aquarium must be registered.

## **3. Licenses and Tags**

Every dog and cat must wear the appropriate local animal license, a valid rabies tag and a tag bearing the owner's name, address and phone number. All licenses and tags must be current.

## **4. Density of Pets**

Only one (1) dog or cat will be allowed per apartment. Only two (2) birds, or two Hamster/Gerbil/Guinea pig will be allowed per apartment. The Housing Authority only will give final approval on type and density of pets.

## **5. Visitors and Guests**

No visitor or guest will be allowed to bring pets on the premises at anytime. Residents will not be allowed to Pet Sit or House a Pet without fully complying with this policy.

Feeding or caring for stray animals is prohibited and will be considered keeping an unauthorized pet. This is a violation of your dwelling lease and may result in eviction.

**6. Pet Restraints**

- a. All dogs must be on a leash when not in the owner's apartment. The leash must be no longer than three (3) feet.
- b. Cats must be in a caged container or on a leash when taken out of the owner's apartment.
- c. Birds must be in a cage when inside of the resident's apartment or entering or leaving the building.

**7. Sanitary Standards and Waste Disposal**

- a. Litter boxes must be provided for cats with use of odor-reducing chemicals.
- b. Fur-bearing pets must wear effective flea collars at all times. Should extermination become necessary, cost of such extermination will be charged to pet owner.
- c. Pet owners are responsible for immediate removal of the feces of their pet and shall be charged in instances where damages occur to Authority property due to pet or removal of pet feces by staff.
  - (i) All pet waste must be placed in a plastic bag and tied securely to reduce odor and placed in designated garbage container and/or trash compactor. Pet owners will be given one (1) warning in regards to removing any pet waste found in yard areas or common areas left by their pet. Repeated offenses carry a fine of \$25 per cleanup. After two (2) fines pet will have to be removed from household. If pet is not removed your lease will be terminated.
  - (ii) Residents with litter boxes must clean them regularly. Noncompliance may result in removal of the pet. The Housing Authority reserves the right to impose a mandatory twice weekly litter box cleaning depending on need. Litter box garbage shall be placed in a plastic bag and deposited outside the building in the garbage container and/or trash compactor.
- d. All apartments with pets must be kept free of pet odors and maintained in a clean and sanitary manner. Pet owner's apartments may be subject to inspections once a month.

## 8. General Rules

The resident agrees to comply with the following rules imposed by the Housing Authority:

- a. No pet shall be tied up anywhere on Authority property and left unattended for any amount of time.
- b. Pet owners will be required to make arrangements for their pets in the event of vacation or hospitalization.
- c. Dog houses are not allowed on Authority property.
- d. Any and all bodily harm to other residents, other pets, or individuals; and any destruction of personal property belonging to others caused by owner's pet will be the moral and financial obligation of the pet owner.
- e. Pet owner is responsible for keeping rabies inoculations current at all times for cats and dogs. Records of rabies inoculations must be filed at the HHA Office to ensure rabies inoculations are always up-to-date. Failure to do so may result in removal of the dog or cat until up to date rabies inoculations records are filed with the HHA Office.
- f. You may keep the pet described on original application upon completion of application. You may not substitute other pets for original pet without amending this agreement.

## 9. Pet Rule Violation and Pet Removal

- a. If it is determined on the basis of objective facts, supported by written statement, that a pet owner has violated a rule governing the pet policy, the Housing Authority shall serve a notice of pet rule violation on the pet owner. Serious or repeated violations may result in pet removal or termination of the pet owner's tenancy, or both.
- b. If a pet poses a nuisance such as excessive noise, barking, or whining which disrupts the peace of other residents, owner will remove the pet from premises upon request of management within forty-eight (48) hours. Nuisance complaints regarding pets are subject to immediate inspections.
- c. If a pet owner becomes unable either through hospitalization or illness to care for the pet and the person so designated to care for the pet in the pet owner's absence refuses or is unable physically to care for the pet, the Housing Authority can officially remove the pet by calling the Hendersonville Police Department. The Authority accepts no responsibility for pets so removed.
- d. If a pet prohibits an Authority representative or designee from gaining access to Housing property, a written notice of violation will be sited. If household members are present during inspections and an animal is not crated, an adult member will be

asked to either crate the animal or place the animal in a closed door room during the inspection. If no members of the household are to be present during the inspection time frame according to the notice, the animal will need to be crated as entry will have to be made into the unit.

- e. An unauthorized animal which is either not registered at the HHA Office by the resident family or an unauthorized visiting pet or any resident family pet sitting a pet will incur the following charges:

First Offense:	\$100.00
Second Offense:	\$150.00
Third Offense:	Eviction

**10. Rule Enforcement**

Violation of these pet rules will prompt a written notice of violation. The pet owner will have seven (7) days to correct the violation or request an informal hearing at which time the Authority’s Grievance Procedure will be followed.

**11. Grievance**

Management and resident agree to utilize the Grievance Procedure described in the Lease Agreement to resolve any dispute between resident and management regarding a pet.

**12. Damage Deposit**

A “Pet Damage Deposit” will be required for dogs and cats only; however, all pet owners must comply with registration rules for all other pets. The “Pet Damage Deposit” must be paid in advance and is to be used to pay reasonable expenses directly attributable to the presence of the pet in the project including (but not limited to) the cost of repairs and replacements to, and fumigation of, the resident’s dwelling unit. The amount of the “Pet Damage Deposit” will be \$200.00 and is nonrefundable. Those “Pet Damage Deposits” paid before October 1, 2016, will be refundable if no damages exist after moveout inspection.

**13. Exceptions**

This policy does not apply to service animals, support animals, assistance animals, or therapy animals that are used to assist persons with disabilities. These animals are allowed in all public housing facilities 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. The person requesting this exclusion to the Pet Policy of this housing authority must have a disability and the accommodation must be

necessary to afford the person with a disability an equal opportunity to use and enjoy a dwelling.

To show that a requested accommodation may be necessary, there must be an identifiable relationship, or nexus, between the requested accommodation and the person's disability. The Authority will verify the existence of the disability, and the need for the accommodation — if either is not readily apparent. Accordingly, persons who are seeking a reasonable accommodation for an emotional support animal will be required to provide documentation from a physician, psychiatrist, social worker, or other mental health professional that the animal provides support that alleviates at least one of the identified symptoms or effects of the existing disability.

In addition, the Housing Authority is not required to provide any reasonable accommodation that would pose a direct threat to the health or safety of others. Thus, if the particular animal requested by the individual with a disability has a history of dangerous behavior, we will not accept the animal into our housing. Moreover, we are not required to make a reasonable accommodation if the presence of the assistance animal would (1) result in substantial physical damage to the property of others unless the threat can be eliminated or significantly reduced by a reasonable accommodation; (2) pose an undue financial and administrative burden; or (3) fundamentally alter the nature of the provider's operations.

\*\*\*\*\*

\_\_\_\_\_  
Type of animal

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Official Signature, Title

\_\_\_\_\_  
Date

# PET REGISTRATION CARD

Tenant: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Pet's Name: \_\_\_\_\_ Type: \_\_\_\_\_

Breed: \_\_\_\_\_ Color: \_\_\_\_\_ Weight: \_\_\_\_\_

Age: \_\_\_\_\_

Name, address and phone number of person able to care for pet in case of resident's permanent or temporary inability to care for animals:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address : \_\_\_\_\_

\*\*Date of last rabies inoculation: \_\_\_\_\_

**\*\*Rabies inoculation record must be attached to this application or the anticipated date for rabies inoculation for younger pets must be noted. Application will not be accepted without rabies record.**

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