

Attachment # NV007K01

PET POLICY

INTRODUCTION

The purpose of this policy is to establish the PHA's policy and procedures for ownership of pets in Public Housing units 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.

This policy does not apply to animals that are used to assist, support, or provide service to persons with disabilities, or to service animals that visit public housing developments.

ANIMALS THAT ASSIST PERSONS WITH DISABILITIES

Pet rules will not be applied to animals that assist persons with disabilities. This exclusion applies to both service animals and companion animals as reasonable accommodation for persons with disabilities. This exclusion applies to such animals that reside in public housing and that visit these developments.

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 trained to assist with the specified disability
- That the animal actually assists the person with the disability

A. MANAGEMENT APPROVAL OF PETS

All pets must be approved in advance by the PHA management.

The pet owner must submit and enter into a Pet Agreement with the PHA.

Registration of Pets

Pets must be registered with the PHA 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) and is pest-free.

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

Dogs and cats must be spayed or neutered.

Execution of a Pet Agreement with the PHA stating that the tenant acknowledges complete responsibility for the care and cleaning of the pet will be required.

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

Owner must supply one clear 3 x 5 photo of dog or cat to be permanently placed in the owner's file for future reference.

Each pet owner must display a "Pet Here" sticker, provided by the PHA, which will be displayed on the front door or a front window of the unit at all times.

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

Refusal to Register Pets

The PHA may not refuse to register a pet based on the determination that the pet owner is financially unable to care for the pet. If the PHA 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.

The PHA will refuse to register a pet if:

1. The pet is not a *common household pet* as defined in this policy
2. Keeping the pet would violate any House Pet Rules
3. The pet owner fails to provide complete pet registration information, or fails to update the registration annually
4. The PHA 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.

A resident who cares for another resident's pet must notify the PHA and agree to abide by all of the pet rules in writing.

B. STANDARDS FOR PETS

Types of Pets Allowed

Tenants are permitted to have only one (1) pet – with the exception of fish, birds, turtles or rodents with prior PHA approval.

No types of pets other than the following may be kept by a resident.

1. Dogs
 - a) Maximum number: One (1)

- b) Maximum adult weight/height: 25 pounds/18” tall measured at shoulder
- c) Must be housebroken
- d) Must be spayed or neutered
- e) Must have all required inoculations
- f) Must be licensed as specified now or in the future by State law and local ordinance
- g) Vicious or dangerous dogs (in accordance with [Section 6.24.020 of the North Las Vegas Municipal Code](#)) will not be permitted. For example, Rottweilers, Doberman Pinchers, Chows, Boxers, or Pit Bulls.

“Any dog with a known propensity or disposition which attacks or shall have at any time attacked, bites or shall have bitten, or in any way harms or shall have harmed, injures or shall have injured, any person or any animal without provocation shall be deemed to be vicious, ferocious or dangerous.” (Ord. 862 § 1 (part), 1987: prior code § 6.44.020)

- h) Exceptions will be granted for visually impaired residents if warranted

2. Cats

- a) Maximum number: One (1)
- b) Must be spayed or neutered
- c) Must have all required inoculations
- d) Must be trained to use a litter box or other waste receptacle
- e) Must be licensed as specified now or in the future by State law or local ordinance

3. Birds

- a) Maximum number: One (1) unless prior PHA approval has been granted
- b) Must be enclosed in a cage at all times

4. Fish

- a) Maximum aquarium size fifty (20) gallons
- b) Must be maintained on an approved stand

5. Rodents (Rabbit ,guinea pig, hamster, or gerbil ONLY)

- a) Maximum number: One (1) unless prior PHA approval has been granted
- b) Must be enclosed in an acceptable cage at all times

- c) Must have any or all inoculations as specified now or in the future by State law or local ordinance

6. Turtles

- a) Maximum number: One (1) unless prior PHA approval has been granted
- b) Must be enclosed in an acceptable cage or container at all times

The following are NOT considered "common household pets":

- Animals who would be allowed to produce offspring for sale.
- Wild, feral, or any other animals that are not amenable to routine human handling.
- Any poisonous animals of any kind.
- Non-human primates.
- Animals whose climatological needs cannot be met in the unaltered environment of the individual dwelling unit.
- Pot-bellied pigs.
- Ferrets or other animals whose natural protective mechanisms pose a risk of serious bites and/or lacerations to small children.
- Hedgehogs or other animals whose protective instincts and natural body armor produce a risk of serious puncture injuries to children.
- Chicks, or other animals that pose a significant risk of salmonella infection to those who handle them.
- Pigeons, doves, mynahs, psittacines, and birds of other species that are hosts to the organisms that cause psittacosis in humans.
- Snakes or other kinds of reptiles.

C. PET AGREEMENT

Residents who have been approved to have a pet must enter into a Pet Agreement with the PHA.

The Resident will certify, by signing the Pet Agreement, that the Resident will adhere to the following rules:

- Agree that the resident is responsible and liable for all damages caused by their pet(s).
- All complaints of cruelty and all dog bites will be referred to animal control or applicable agency for investigation and enforcement.

- All common household pets are to be fed inside the apartment. Feeding is not allowed on porches, sidewalks, patios or other outside areas.
- Residents shall not feed any stray animals; doing so, or keeping stray or unregistered animals, will be considered having a pet without permission.
- No animals may be tethered or chained outside or inside the dwelling unit.
- When outside the dwelling unit, all pets must be on a leash or in an animal transport enclosure and under the control of a responsible individual.
- All fecal matter deposited by the pet(s) must be promptly and completely removed from any common area. Failure to do so will result in a Pet Waste Removal charge of \$25.00. 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 being flushed through a toilet.
- The pet owner shall take precautions to ensure that pet does not urinate on Authority buildings. Where the Authority has determined that such deposits pose a health hazard or detract from the appearance of the buildings, the pet owner will either be responsible for the related cleanup or receive a bill for the direct cost thereof.
- Litter boxes shall be stored inside the resident's dwelling unit or in animal enclosures maintained within dwelling units AND must be removed and/or replaced regularly. Failure to do so will result in a Pet Waste Removal charge.
- The Resident/Pet Owner shall be responsible for the removal of waste from any animal or pet exercise area by placing it in a sealed plastic bag and disposing of it in an outside trash bin immediately.
- The resident/pet owner shall take adequate precautions to eliminate any animal or pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.
- The right of management to enter dwelling unit when there is evidence that an animal left alone is in danger or distress, or is creating a nuisance.
- The right of management to seek impoundment and sheltering of any animal found to be maintained in violation of housing rules, pending resolution of any dispute regarding such violation, at owner's expense. The resident shall be responsible for any impoundment fees, and the PHA accepts no responsibility for pets so removed.
- That failure to abide by any animal-related requirement or restriction constitutes a violation of the "Resident Obligations" in the resident's Lease Agreement.
- Residents will prevent disturbances by their pets that interfere with the quiet enjoyment of the premises of other residents in their units or in common areas. This includes, but is not limited to, loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

- Residents/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.

D. PETS TEMPORARILY ON THE PREMISES

Pets which are not owned by a tenant will not be allowed.

Residents are prohibited from feeding or harboring stray animals.

This rule excludes visiting pet programs sponsored by a humane society or other non-profit organizations and approved by the PHA.

This rule excludes service animals which are assisting visiting persons with disabilities.

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

E. ADDITIONAL FEES AND DEPOSITS FOR PETS

The resident/pet owner shall be required to pay a refundable deposit of three hundred dollars (\$300) for the purpose of defraying all reasonable costs directly attributable to the presence of a dog or cat as follows:

1. An initial payment of fifty dollars (\$50) on or prior to the date the pet is properly registered and brought into the apartment, and
2. Monthly payments in an amount no less than ten dollars (\$10) until the specified deposit has been paid.

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

The PHA will place the Pet Deposit in an escrow account and will refund the deposit, plus any accrued interest, 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.

The PHA 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.

The PHA 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, the PHA will provide a meeting to discuss the charges.

All reasonable expenses incurred by the PHA as the result of damages directly attributable to the presence of the pet will be the responsibility of the resident, including:

1. The cost of repairs and replacements to the dwelling unit;
2. Fumigation of the dwelling unit.

If the tenant is in occupancy when such costs occur, the tenant shall be billed for such costs as a current charge.

If such expenses occur as the result of a move-out inspection, they will be deducted from the pet deposit. The resident will be billed for any amount that exceeds the pet deposit.

The pet deposit will be refunded when the resident either moves out or no longer has a pet on the premises, whichever occurs first.

The expense of flea de-infestation shall be the responsibility of the resident.

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

F. ADDITIONAL PET FEES

The PHA does not require a non-refundable nominal fee.

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

G. PET CARE

No pet (excluding fish) shall be left unattended in any apartment for a period in excess of twelve (12) hours.

All residents/pet owners shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet.

Residents/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.

H. RESPONSIBLE PARTIES

The resident/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 other factors that render the pet owner unable to care for the pet.

I. INSPECTIONS

The PHA may, after reasonable notice to the tenant during reasonable hours, enter and inspect the premises, in addition to other inspections allowed in order to determine whether or not pets are present and the condition of the pet and/or apartment.

The PHA may enter and inspect the unit only if a documented complaint is received alleging that the conduct or condition of the pet in the unit constitutes a nuisance or threat to the health or safety of the pet, of the other occupants or other persons in the community under applicable State or local law.

J. PET RULE VIOLATION NOTICE

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) that were violated. The notice will also state:

1. That the resident/pet owner has ten (10) Calendar Days from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation;
2. That the resident pet owner is entitled to be accompanied by another person of his or her choice at the meeting; and
3. That the resident/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 ten (10) day period, the meeting will be scheduled no later than three (3) Calendar Days before the effective date of service of the notice, unless the pet owner agrees to a later date in writing.

K. NOTICE FOR PET REMOVAL

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

The Notice shall contain:

1. A brief statement of the factual basis for the PHA's determination of the Pet Rule that has been violated;
2. The requirement that the resident /pet owner must remove the pet within ten (10) Calendar Days of the notice; and
3. A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures.

L. TERMINATION OF TENANCY

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

1. The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified; and
2. The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease.

M. 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 resident/pet owner (includes pets who are poorly cared for or have been left unattended for over eight (8) hours).

If the responsible party is unwilling or unable to care for the pet, or if the PHA after reasonable efforts cannot contact the responsible party, the PHA may contact the appropriate State or local agency and request the removal of the pet.

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.

N. EMERGENCIES

The PHA will take all necessary steps to insure 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 referred to the appropriate State or local entity authorized to remove such animals.

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