

**HOUSING AUTHORITY OF THE CITY OF WILLIAMSON  
WILLIAMSON, WEST VIRGINIA**

**PET OWNERSHIP POLICY**

**Adopted by PHA Board of Commissioners**

**Resolution No.:** \_\_\_\_\_

**Date of Adoption:** \_\_\_\_\_

**Effective Date of Implementation:** \_\_\_\_\_

Authorized Use by the Housing Authority of the City of Williamson

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## PET OWNERSHIP POLICY

### OVERVIEW

Section 526 of the Quality Housing and Work Responsibility Act of 1998 (Housing Reform Act of 1998) added a new Section 31 (“Pet Ownership in Public Housing”) to the United States Housing Act of 1937. Section 31 establishes pet ownership requirements for residents of public housing other than federally assisted rental housing for the elderly or persons with disabilities. In brief, this section states that: A resident of a dwelling unit in public housing may own one (1) or more common household pets or have such pets present in the dwelling unit. Allowance of pets is subject to reasonable requirements of the PHA. A proposed rule to implement Section 31 was published in the June 23, 1999, Federal Register. On July 10, 2000, a final rule incorporating comments received was published in the Federal Register. This policy reflects the final rule requirements.

The Housing Authority of the City of Williamson (herein referred to as PHA) will notify eligible new and current residents of their right to own pets subject to the PHA’s rules and will provide them copies of the PHA’s Pet Ownership Rules. To obtain permission, pet owners must agree to abide by those Rules.

In consulting with residents currently living in the PHA’s developments, the PHA will develop appropriate pet ownership rules, include those rules in their Agency Plan and notify all such residents that:

- A. All residents are permitted to own common domesticated household pets, such as a cat, dog, bird, turtles and fish, in their dwelling units, in accordance with PHA pet ownership rules;
- B. A non-refundable nominal pet fee is intended to cover the reasonable operating costs to the PHA directly attributable to a pet or pets in the unit (i.e., fumigation of a unit).
- C. A refundable pet deposit is intended to cover additional costs not otherwise covered which are directly attributable to the pet’s presence (i.e., damages to the unit, yard, fumigation of a unit, etc.);
- D. Assistance and Service Animals: Are used to perform tasks, assist, support, or provide service to persons with disabilities (service animals) are excluded from the size, weight, type and non-refundable fee requirements pertaining to ownership of service animals; however, owners will be required to assure proper licensing, inoculations, and leash restraints, etc. are maintained in accordance with State or local laws;

1. Assistance Animals are any animal necessary because of a disability:
  - a. Service Animals
  - b. Companion Animals
  - c. Emotional Support Animals
  - d. Therapy Animals
  - e. Comfort Animals
2. Service Animals are specifically trained to perform tasks for persons with disabilities;
3. The PHA will make necessary a reasonable accommodation for residents needing an assistance animal. The need for the assistance animal must be verified;
4. Section 31 of the Housing Reform Act of 1998 does not alter, in any way, the regulations applicable to Federally assisted housing for the elderly and persons with disabilities found at Section 227 of the Housing and Urban-Rural Recovery Act of 1983 and located in 24 CFR part 5, subpart C; and
5. Section 960.705 of 24 CFR clarifies that the regulations added in Section 31 do not apply to service animals that assist, support, or provide service to persons with disabilities. This exclusion applies to both assistance and service animals that reside in public housing and assistance and service animals that visit PHA developments.

## HOUSING AUTHORITY OF THE CITY OF WILLIAMSON

### Pet Ownership Rules for Families

1. Common household pet means a domesticated cat, dog, bird and fish in aquariums. Reptiles of any kind, with the exception of small turtles (shell no larger than 3 inches) in a terrarium, as well as mice and rats are prohibited. These definitions do not include any wild animal, bird of prey, dangerous fish, snakes, spiders or other insects, or any farm animals.
2. Each household shall have only one pet (except fish or birds). The limit for birds is two (2). The limit for fish is one (1) aquarium no larger than ten (10) gallons. The limit for turtles is one (1) turtle in a terrarium not to exceed thirty (30) gallons.
3. The pet owner shall have only a small cat or a dog. The animal's weight shall not exceed twenty five (25) pounds at full growth. The animal's height shall not exceed fifteen (15) inches at full growth. Such limitations do not apply to a service animal used to assist, support, or provide service to a disabled resident.
4. Pet owners shall license their pets (if required by state or local law) yearly or as required. The pet owner must show the PHA proof of rabies and distemper booster inoculations and licensing annually.
5. No pet owner shall keep a pet in violation of State or local health or humane laws or ordinances. Any failure of these pet ownership rules to contain other applicable State or local laws or ordinances does not relieve the pet owner of the responsibility for complying with such requirements.
6. The pet owner shall have his or her cat or dog spayed or neutered and shall pay the cost thereof. A veterinarian shall verify that the spaying or neutering has been accomplished. Should any pet housed in the PHA's facilities give birth to a litter, the residents shall remove from the premises all of said pets, except one, as soon as the kittens/puppies are able to survive on their own (a maximum of 6 weeks).
7. The pet owner shall house the pet inside the pet owner's dwelling unit. The pet owner shall keep a cat or a dog on a leash and shall control the animal when it is taken out of the dwelling unit for any purpose. The owner of a bird(s) shall confine them to a cage at all times. No pet owner shall allow his or her pet to be unleashed or loose outside the pet owner's dwelling unit.
8. No pet shall be permitted in any common area except as necessary to directly enter and exit the building. This restriction is not applicable to service animals.

9. No pet (other than birds, turtles or fish) shall be permitted to remain in an apartment overnight while the resident is away, unless there is someone that is able to check on the pet and care for it while the pet owner is away.
10. Management shall furnish to the household a pet sticker if the pet is a dog or cat which must be displayed on the front entrance door of the unit.
11. Resident shall provide the PHA a color photograph of the pet(s).
12. All dogs and cats shall wear a collar at all times. Attached to the collar shall be an ID tag listing the pet owner's name and address.
13. Any resident having a dog or cat shall obtain some type of "scooper" to clean up after the pet outdoors. The resident is responsible for placing all waste in sealed plastic bags and disposing of such material in a trash container.
14. Resident is required to take whatever action necessary to insure that their pet does not bring any fleas or ticks into the building. This may include, but is not limited to, the use of flea collars and flea powder. The resident is responsible for the cost of flea/tick extermination.
15. No resident shall keep, raise, train, breed or maintain any pet of any kind at any location, either inside or outside the dwelling unit, for any commercial purpose.
16. Any animal identified in local or State law or ordinance as dangerous or vicious will be prohibited. If the pet owner declines, delays or refuses to remove such a pet from the premises, the PHA shall do so, in order to safeguard the health and welfare of other residents.
17. No pet owner shall permit his or her pet to disturb, interfere or diminish the peaceful enjoyment of the pet owner's neighbors or other residents. The terms: "disturb, interfere or diminish" shall include but not be limited to barking, howling, biting, scratching, chirping and other activities of a disturbing nature. If the pet owner declines, delays or refuses to remove the pet from the premises, the PHA shall do so.
18. The owner of a cat shall feed the animal at least once per day; provide a litter box inside the dwelling unit; and take the animal to a veterinarian at least once per year. The pet owner shall not permit refuse from the litter box to accumulate or to become unsanitary or unsightly, and shall dispose of such droppings by placing them in a plastic tie sack in a designated trash container outside the building where the pet owner lives.
19. The owner of a dog shall feed the animal at least once per day; remove the animal's droppings at least twice per day; and take the animal to a veterinarian at least once per year. The pet owner shall not permit dog

droppings to accumulate or to become unsanitary or unsightly, and shall dispose of such droppings by placing them in a plastic tie sack in a designated trash container outside the building where the pet owner lives.

20. The pet owner shall take the precautions and measures necessary to eliminate pet odors within and around the dwelling unit, and shall maintain the dwelling unit in a sanitary condition at all times, as determined by the PHA.
21. No pet owner shall alter the dwelling unit or the surrounding premises to create a space, hole, container or enclosure for any pet.
22. Resident agrees that the PHA shall have the right to remove any pet should the pet become vicious, display symptoms of severe illness or demonstrate other behavior that constitutes an immediate threat to the health or safety of the tenancy as a whole. If the PHA requests that the resident remove the pet from the premises and resident refuses to do so, or if the PHA is unable to contact the resident to make the request, the PHA may take such actions as deemed necessary, e.g. placing the pet in a facility that will provide the pet with care and shelter at the expense of the pet owner for a period not to exceed thirty (30) days. PHA staff shall enter a dwelling unit where a pet has been left untended for twenty-four (24) hours, remove the pet and transfer it to the proper local authorities, subject to any provisions of State or local law or ordinances in this regard. The PHA shall accept no responsibility for the pet under such circumstances.
23. Each pet owner of a dog or cat shall pay a non-refundable pet fee of \$25.00 annually and a refundable pet deposit of \$300.00. The pet deposit for birds, turtles or fish will be \$100.00. The PHA will allow a resident who does not currently have a repayment agreement in place to enter into a repayment agreement for the pet deposit with \$100.00 down payment and \$50.00 per month until paid in full. The pet fee/deposit is not part of the rent payable by the pet owner, and is in addition to any other financial obligation generally imposed on residents of the development where the pet owner lives. The PHA shall use the non-refundable pet fee only to pay reasonable expenses directly attributable to the presence of the pet in the development, including, but not limited to the cost of repairs and replacements to, and the fumigation of, the pet owner's dwelling unit. The refundable deposit will be used, if appropriate, to correct damages directly attributable to the presence of the pet.

Should State or local law require that the pet deposit be placed in an interest bearing account, the PHA will provide for such deposit and will account for all interest individually by pet owner family. Should the State or local law not specifically address the issue of pet deposit interest, the PHA shall determine payment or non-payment of interest based on State or local law with respect to rental security deposit requirements.

24. All residents are prohibited from feeding, housing or caring for stray animals or birds. Such action shall constitute having a pet without permission of the PHA.
25. Each pet owner shall identify an alternate custodian for his or her pet. If the pet owner is ill, absent from the dwelling unit, unable to care for his or her pet, or in the event of a death of the pet owner, the alternate custodian shall assume responsibility for the care and keeping of the pet, including, if necessary, the removal of the pet from PHA premises.
26. Pet Violation Procedures: Resident agrees to comply with the following:
  - a. Notice of Pet Rule Violation: If the PHA determines on the basis of objective facts, supported by written statements, that a pet owner has violated a rule governing the keeping of pets, the PHA will serve a notice to the owner of pet rule violation. The notice of pet rule violation will be in writing and will:
    - (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 ten (10) 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.
    - (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 have the pet removed and/or terminate the pet owner's lease or both.
  - b. Pet Rule Violation Meeting: If the pet owner makes a request, within five (5) days of the notice of pet rule violation, for a meeting to discuss the alleged violation, the PHA will establish a mutually agreeable time and place for the meeting within fifteen (15) days from the effective date of service of the notice of pet rule violation. At the pet rule violation meeting, the pet owner and PHA shall discuss any alleged pet rule violation and attempt to correct it. The PHA, may as a result of the meeting, give the pet owner additional time to correct the violation.
  - c. Notice for Pet Removal: If the PHA determines that the pet owner has failed to correct the pet rule violation within the time permitted by Paragraph a (2) of this section (including any additional time permitted by the PHA), or if the parties are unable to resolve the

problem, the PHA may serve a notice to the pet owner requiring the pet owner to remove the pet. The notice will be in writing and will:

- (1) Contain a brief statement of the factual basis for the determination and the pet rule or rules that has been violated.
  - (2) State that the pet owner must remove the pet within ten (10) days of the effective date of the notice of pet removal (or the meeting, if notice is served at the meeting).
  - (3) State that failure to remove the pet may result in initiation of the procedures to have the pet removed or terminate the pet owner's lease or both.
- d. The procedure does not apply in cases where the pet in question presents an immediate threat to the health, safety, of others or if the pet is being treated in an inhumane manner. In such cases paragraph 21 shall apply.
27. The resident shall control the pet while maintenance personnel are in the unit performing requested maintenance:
- a. Non-emergency work orders – Maintenance will have the choice whether to complete the non-emergency work order if the resident is home with the pet, the pet has been caged or the pet has been removed from the unit.
  - b. The PHA will not be responsible for any pet which gets out of a unit when maintenance employees enter for the purpose of making repairs. The family is responsible for removing the pet when maintenance is scheduled or assuring that a responsible family member is present to control the pet, or have the pet caged.
31. If a resident, including a pet owner, breaches any of the rules set forth above, the PHA may revoke the pet permit and evict the resident or pet owner.

**AGREEMENT FOR CARE OF PET**

In accordance with the Pet Ownership Policy of the Housing Authority of the City of Williamson and the Addendum to the Residential Dwelling Lease Agreement dated \_\_\_\_\_ between:

Housing Authority of the City of Williamson  
1612 West 6<sup>th</sup> Avenue  
Williamson, WV 25661

AND,

\_\_\_\_\_ (Resident's Name)

\_\_\_\_\_ (Resident's  
Address)

I hereby agree that should \_\_\_\_\_ become incapable of caring for \_\_\_\_\_ a \_\_\_\_\_ for  
(Name of Pet) (Type of Pet)

any reason whatsoever, I will assume full responsibility for removal of the pet from the premises and for the care and well being of the animal.

Further, the pet shall not be permitted to return to the premises until approval is given by the Housing Authority of the City of Williamson.

A copy of the Addendum to the Residential Dwelling Lease Agreement is attached.

\_\_\_\_\_  
Signature

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary of Public

My Commission Expires: \_\_\_\_\_

### PET POLICY ADDENDUM

I have read and understand the above pet ownership rules and agree to abide by them.

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
PHA Staff member's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type of Animal and Breed

\_\_\_\_\_  
Name of Pet

\_\_\_\_\_  
Description of Pet (color, size, weight, sex, etc.)

The alternate custodian for my pet is:

Custodian's first, middle and last name; post office box; street address; zip code; area telephone code and telephone number:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
Date

Refundable Pet Deposit \_\_\_\_\_

Amount Paid

\_\_\_\_\_  
Date

Non-Refundable Pet Fee \_\_\_\_\_

Amount Paid

\_\_\_\_\_  
Date

## **NOTICE**

**The Nelrod Company has made its best efforts to comply with regulations, laws, and Federal/local policies. The Nelrod Company does not offer advice on legal matters or render legal opinions. We recommend that this policy be reviewed by the Housing Authority's general counsel and/or attorney prior to approval by the Board of Commissioners.**

**The Nelrod Company is not responsible for any changes made to these policies by any party other than The Nelrod Company.**