

**HOUSING AUTHORITY OF THE CITY OF ANACONDA
PET POLICY**

Purpose:

In compliance with 24 CFR Part 5, section 526 of the Quality Housing and Work Responsibility Act of 1998, the Housing Authority of the City of Anaconda will permit residents to own and keep common household pets in their apartment.

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

I. General Animal Rules and Requirements

- A. Residents must comply with all State and Local laws and ordinances now and in the future;
- B. Dogs and Cats must have a collar and identification tag bearing the owner's name, address and phone number;
- C. Dogs and Cats must be neutered or spayed with a written veterinary certification of such (Female animals over 6 months must be spayed and males over 8 months must be neutered, unless a statement is received from a licensed veterinarian giving medical reason why such is detrimental to the pet's health.);
- D. Fur-bearing animals must be free of flea or other bug-infestations, and all animals are to be kept clean and sanitary;
- E. The resident/animal owner shall take precautions to eliminate any pet odors within or around the unit and to maintain the unit in a sanitary condition at all times;
- F. All animals must be appropriately and effectively restrained and under the control of a responsible individual at all times when not inside the residents dwelling unit. When outside the unit, dogs and cats must be on a hand-held leash no longer than 4 feet;
- G. Animal owners are responsible for immediate removal of the waste from their animal, by placing the waste in a sealed plastic bag and disposing of it in an outside trash bin. This includes occurrences inside as well as any outside premises. **An animal waste removal charge of \$5.00 per occurrence will be assessed against**

the resident for animal waste violations. More than three such charges during a twelve-month period may be cause for pet removal. Persons who walk animals are responsible for immediately cleaning up after their animals, and discarding securely bagged droppings into the garbage dumpsters

- H. No animal of any type shall be left unattended in any dwelling unit for a period of time exceeding eight hours
- I. Animal owners may be subject to inspections at any time per procedure listed in XII. Inspections
- J. Resident/animal owners must recognize that other residents may have chemical sensitivities or allergies related to animals, or may be easily frightened or disoriented by animals. Resident must manage their pet accordingly and agree to exercise courtesy with respect to other residents;

II. Screening/Registration Requirements

Animal owners must complete a Pet Application and Registration form and pay required Pet Deposits before the animal will be approved. Every animal must be registered with the Housing Authority of the City of Anaconda prior to moving the animal into the unit and this shall be updated as needed thereafter. Registration requires the following:

- A. A certificate signed by a licensed veterinarian stating that the animal has received all vaccinations required by state and local law now and in the future;
- B. Proof of current license, if applicable (cats and dogs);
- C. Identification tag bearing the owner's name, address and phone number;
- D. Proof of neutering/spaying, if applicable (cats and dogs);
- K. The resident/animal owner is required to designate by name, address, and contact information, one responsible person who is prepared to assume the care of the animal if the resident/owner is no longer able to care for the pet or if the health or safety of the pet is threatened by the incapacity or death of the resident/owner;

III. Approval of Animals

Before an animal will be approved, the resident's rent must be paid and current and the resident must enter into a Pet Agreement with the Housing Authority of the City of Anaconda verifying they have received and read a copy of the Pet Policy and agree to comply with all the provisions of the Pet Policy. Upon approval, an animal sticker will be issued and applied to the tenant's front door, notifying staff of the pet.

Any unapproved animal found to be residing in a dwelling unit or on the premises, will result in the issuance of a thirty (30) day notice of termination of tenancy as stated in the Dwelling Lease.

IV. Types of Pets Allowed & Animal-specific Requirements

Only domesticated, common household pets will be allowed. Residents are not permitted to have more than one pet. Only the following pet types are allowed:

Birds, Fish, Dogs, Cats, Turtles

A. Birds

- a. Absolutely no birds of prey are permitted at any time;
- b. Must be confined in a birdcage at all times;
- c. The birdcage must be maintained in a clean and healthful condition and all waste resulting from the bird must be appropriately removed and disposed of from the unit and/or the Housing Authority's premises;
- d. Birds must be in a cage when inside the resident's apartment or when entering or leaving the building;

B. Fish:

- a. Only one aquarium is permitted per apartment;
- b. The size of the aquarium may not exceed 10 gallons;
- c. Poisonous or dangerous fish are not permitted;
- d. If the aquarium has a heater, a \$5.00 excess utility charge will be assessed each month;
- e. The aquarium must be maintained in a clean and healthful condition.

C. Dogs:

- a. The size of the dog may not exceed 30 pounds in weight at the time of maturity;

D. Cats:

- a. No wild cats are permitted;
- b. Cats must be in a caged container or on a leash when taken out of the owner's apartment. All cats must be appropriately and effectively restrained and under the control of a responsible individual at all times when not inside the residents dwelling unit.
- c. Litter boxes must be provided for cats with use of odor-reducing chemicals

E. Turtles:

- a. The turtle must be confined in an appropriate cage or aquarium at all times;
- b. The size of the aquarium may not exceed 10 gallons;
- c. The cage or aquarium must be maintained in a clean and healthful condition; and

V. Types of Animals Not Allowed Any Animal not listed in the above section will not be

approved. Pets whose climatological needs cannot be met in the unaltered environment of the individual dwelling unit will not be approved. As determined by the Housing Authority management, animals deemed to have a vicious or aggressive disposition or animals deemed to be potentially harmful to the health and safety of others are prohibited and will not be approved and are not allowed on Housing Authority's property.

VI. Service/Assistance Animals

The Housing Authority of the City of Anaconda will allow service animals via the below stated accommodation request, documentation and verification procedures. Service and Assistance animals are animals that assist or provide service or support to persons with disabilities or needs. Service and assistance animals living in public housing complexes are not pets, but are still subject to the Pet Policy and Agreement. Service and assistance animals are excluded from Pet Deposits, pet weight restrictions, and licensing and vaccination requirements, however, licensing and vaccinations may be required/enforced by local/state law. Additional animal types and number of animals will be considered by management if there is a documented and substantiated need. While they are not considered pets, service animals and their owners follow the same procedures and requirements as other pets and pet owners under the Pet Agreement/Policy unless otherwise noted or a management decision has been made on a case by case basis.

A request for the need of a service or assistance animal must be made to the Housing Authority and requires verification from a medical professional who is able to identify the need for a service/assistance animal as a reasonable accommodation.

Service animals are subject to the general restrictions/requirements imposed on all residents and pets, such as the requirement that dwelling units and facilities be maintained in a decent, safe, sanitary manner, and to refrain from disturbance of neighbors.

VII. Pet Deposit

Every resident who decides to have a pet must pay a refundable pet deposit, as listed below, in full to the Housing Authority before the pet is brought onto the premises. A Pet Deposit is not required for Birds, Fish, or Turtles. The Housing Authority may change or increase the required deposit by amendment to these rules. Pet Deposit Schedule is as follows:

P.J. Hagan Manor
\$150 refundable

Mount Haggin Manor/Cedar Park Homes:
\$200 refundable

Pintlar Apartments
\$350 refundable

VIII. Additional Charges for Animals

- A. Yard Pet Waste Removal Charge: \$5.00 per occurrence
- B. Cost of all repairs and replacements to the residents dwelling unit as a result of pet;
- C. Cost of fumigation of the dwelling unit as a result of a pet;
- D. Cost of all repairs and replacement due to water damage caused by aquarium;
- E. Cost of all repairs and replacements to the common areas of the premises;
- F. Cost of flea or pest de-infestation shall be the responsibility of the resident. If this occurs while the resident is in occupancy, the resident will be billed for such costs as current charges. If such charges occur as a result of move-out inspection, the charges will be deducted from the deposits. The resident will be charged any amount that exceeds the deposits.

IX. Refunds

- A. The Housing Authority will refund the refundable portion of the Pet Deposit, less any damages attributed to the pet when the resident moves out or the pet is no longer on the premises, whichever occurs first.
- B. The resident is responsible and is required to reimburse the Housing Authority for the actual cost of any damages incurred by his/her animal as listed in the ADDITIONAL CHARGES FOR ANIMALS. Damages will first be charged to the pet deposit and the Dwelling Lease deposit. The owner is then liable for any charges that exceed the deposits.
- C. The Housing Authority will provide the resident or designee identified with a written list of any charges resulting from an animal. If the resident disagrees with the amount charged, the resident may file a grievance in accordance with the Housing Authority grievance procedure.

X. Restrictions

- A. Pets shall not be kept, bred or used for any commercial purpose;
- B. Pets must be confined to the pet owner's apartment, must not be allowed to roam free, and may not be tied unattended in any common area;
- C. Cat litter may not be disposed of in the toilets;
- D. Doghouses are not allowed on Housing Authority property. Pet carriers and enclosed kennels may be kept in the apartment;
- E. Pet owners will be required to make arrangements for their pets in the event of a vacation, hospitalization, or absence. No pet of any type shall be left unattended in any dwelling unit for a period of time exceeding eight hours;
- F. No pet shall be allowed to become a nuisance or create any unreasonable disturbance;
Examples of nuisance behavior for the purposes of this paragraph are:

- a. Personal injury or property damage caused by unruly behavior;
- b. Residents/pet owners must agree to control the noise of pets so that such noise does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of the housing unit or premises. Pets who make noise continuously and/or incessantly for a period of 10 minutes or intermittently for 1/2 hour or more to the disturbance of any person at any time of day or night. This includes, but is not limited to loud, whining, biting, scratching, chirping or other such activities;
- c. Pets in common areas that are not in complete control of a responsible human companion, and on a short hand-held leash or in a pet carrier.
- d. Animals who relieve themselves on walls or floors or common areas.
- e. Animals who exhibit aggressive or vicious behavior;
- f. Pets who are conspicuously unclean or parasite-infested.
- J. Residents are prohibited from feeding stray or wild animals;
- K. Pets are not permitted in Protective Services Office or Housing Authority playgrounds,
- L. Pet owners shall not alter their unit to create an enclosure for any animal.

XI. Pet Care

- A. All resident/pet owners shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet
- B. The resident/pet owner is responsible for any actions, injuries or damages caused by his/her animal. Pets are the sole responsibility of the owner. **The Housing Authority assumes no liability for failure of the owner to control the pet. Any injury or harm to other persons, animals or property is the sole responsibility and liability of the pet owner;**

XII. Inspections

If the Housing Authority of the City of Anaconda receives a complaint regarding the conduct or condition of the pet or the condition of the dwelling unit, the Housing Authority may enter and inspect the dwelling unit. As stated in the Dwelling Lease, the Housing Authority will provide the resident written notice 48 hours before entering and inspecting the unit. The Housing Authority has the right to enter the resident dwelling unit without prior notice or the consent of the resident, if the Housing Authority has reasonable cause to believe there is an emergency in accordance with the Dwelling Lease.

XIII. Visitors and Guests

No visitor or guest will be allowed to bring pets on the premises at any time. Service animals serving guests of residents will be allowed to accompany guests if service is necessary during visit duration only. Residents will not be allowed to pet sit, harbor or house a pet without fully complying with this policy. Feeding or caring for stray animals is prohibited and will be considered keeping a pet without permission.

XIV. Pet Rule Violation and Termination of Tenancy

- A. If it is determined on the basis of objective facts that a pet owner has neglected to appropriately care for an animal or has violated any section of the Pet Policy, the Housing Authority of the City of Anaconda shall serve a notice of the Pet Violation on the pet/animal owner. Serious or repeated violations may result in animal removal or termination of the animal owner's tenancy or both;
- B. If an animal poses a nuisance behavior such as excessive noise, barking, odor or whining which disrupts the peace or quality of life of other residents, the owner will permanently remove the pet from the premises upon request of management within forty-eight hours. Nuisance complaints regarding pets are subject to immediate inspections; and
- C. The Housing Authority may initiate procedures for termination of tenancy based upon a pet rule violation if:
 - a. The pet owner has failed to remove the pet or correct an animal violation within 10 days from the date of service of the notice of Pet Violation.
 - b. The animal violation is sufficient to begin procedures to terminate the owner's tenancy under the terms of the Dwelling Lease and the applicable regulations.

XV. Removal of Animal

The Housing Authority or an appropriate authority may require the removal of any pet or service animals, if the pet/animal conduct or condition is duly determined to constitute, under the provision of State or local law, a nuisance or a threat to the health or safety of other occupants or of other persons in the community. The Housing Authority may remove a pet/service animal from the dwelling unit for other good cause, including but not limited to:

- a. If the resident becomes unable to care for the pet or if the resident dies, the resident agrees the Housing Authority has permission to remove the pet and place it in an environment that will provide care and shelter. (The Housing Authority will contact the resident's specified designee(s) to inform him/her of the situation. If no response is received, the Housing Authority will contact the appropriate entity to remove the pet from the dwelling. The Housing Authority will make every effort to place the pet in a reputable facility. However, the Housing Authority is not responsible for the care of the pet after the placement is made).
- b. If the pet displays vicious, dangerous, intimidating behavior, symptoms of illness or demonstrates behavior that constitutes an immediate threat to the health or safety of others, the Housing Authority shall report the situation to the appropriate authority authorized to remove such animals.
- c. In the event of the death of the pet, the resident is required to properly remove the pet from inside the dwelling unit. The deceased pet must be removed to a location off the Housing Authority's premises by the resident. If the resident is unable to remove the pet off the premises as stated, the resident may call the Housing Authority for assistance with the removal.

Acknowledgment of Receipt

I acknowledge that I have read the Pet Policy in its entirety and fully understand the rules and regulations regarding pet ownership. I also understand that permission to keep a pet on the premises can be revoked by the Housing Authority if I fail to comply with the rules and regulations.

I further acknowledge that this Pet policy is an addendum to my lease with the Housing Authority of the City of Anaconda.

Applicant/Tenant (Print Name)

(Signature) Applicant/Tenant

Date

Housing Authority Representative

Date

Note: One animal per form, per apartment.

**HOUSING AUTHORITY OF THE CITY OF ANACONDA PET
APPLICATION/REGISTRATION FORM**

Owner: _____

Address: _____

Home Telephone: _____

Work Telephone: _____

PET INFORMATION

Pets Name: _____

Type/Breed: _____

Description of Pet: _____

Age: _____ **Coloring:** _____ **Markings:** _____

Current Vaccination Date: _____

(A certificate signed by a licensed veterinarian is required)

Spayed/Neutered: _____ **Date:** _____

(A certificate signed by a licensed veterinarian is required)

City License Number (if applicable): _____

Veterinarian Name: _____ **Phone Number:** _____

PET CARE In case of an emergency or illness, the following person will remove my pet from my apartment and be responsible for its care:

Name: _____ **Relationship:** _____

Address: _____

Home Telephone: _____ **Work Telephone** _____

Responsible Persons Signature: _____