

Perry County Housing Authority

PET POLICY

Effective April 1, 2013

1. APPLICATION

Perry County Housing Authority will allow tenants to have pets in their units, provided PCHA has been notified and issued written approval (pet permit) to the resident. All required documentation must have been submitted to the Housing Authority and the pet deposit paid before a pet permit will be issued. This policy refers to cats and dogs. Approval is not required for hamsters in a cage or fish and turtles in an aquarium; however, each dwelling unit is limited to ONE caged animal or ONE aquarium. **ALL OTHER ANIMALS ARE PROHIBITED.**

This policy does not apply to animals that are used to assist persons with disabilities. Assistive animals are allowed in all public housing facilities with no restriction other than those imposed on all residents to maintain their unit and associated facilities in a decent, safe, and sanitary manner, and to refrain from disturbing their neighbors.

When applying for a pet permit, resident must provide the following documentation prior to the Housing Authority's issuing a pet registration permit:

- a. Evidence that the pet has been spayed or neutered
- b. Evidence that the pet has received current rabies and distemper inoculations or boosters
- c. A picture of the animal so it can be identified
- d. The name and telephone number of the pet's veterinarian
- e. The name of an alternate custodian who will care for the pet in the event of resident's illness, death or absence from the unit.

In exchange for the right to keep a pet, the resident assumes full responsibility and liability for the pet and agrees to hold the Perry County Housing Authority harmless from any claims caused by an action or inaction of the pet.

2. PET DEPOSIT

A pet deposit of \$250.00 is required at the time of registering a pet. The deposit is refundable, without interest, when the pet or the family vacates the unit. Less any amounts owed due to damage beyond normal wear and tear.

3. TYPES AND NUMBERS OF PETS

A. NUMBER

- a. Only one dog or cat per household will be permitted.

B. TYPES

- a. The weight of the dog or cat, when fully grown, may not exceed 30 pounds
- b. Vicious and/or intimidating dogs or cats, including but not limited to attack or fight-trained dogs, will not be allowed as pets, and any pet which becomes vicious or threatening must be permanently removed from the resident's premises. The following breeds will automatically be excluded from the Housing Authority
 - i. Pit Bull
 - ii. Doberman Pinscher
 - iii. Rottweiler
 - iv. German Shepherd
 - v. Chow
 - vi. Boxer
 - vii. Any mixed breed dog with identifiable characteristics specific to one of the above breed which indicate that the dog is partially descended from a dog of one of the above named breeds.
- c. Ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites and lacerations are also banned from housing property.

4. MISCELLANEOUS RULES

- A. All dogs and cats must be spayed or neutered as applicable. All pets obtained as puppies or kittens must be spayed by age six months or neutered by age nine months. Proof of sterilization must be submitted to the office within 14 days.
- B. Birds, hamsters, or gerbils must be confined to a cage at all times, the cage cleaned regularly, and the pet properly cared for. Fish bowls or aquariums must be kept clean and sanitary and the water changed as needed. Snakes or other reptiles are not allowed on Housing Authority property.
- C. Tenant must be available to physically control his/her pet during times when PCHA employees, agents of PCHA or others must enter the unit to conduct housekeeping and preventative maintenance inspections, provide services such as routine work orders, etc. If tenant is unavailable for any reason, then the pet must be placed in a cage or kennel on the day that the service is scheduled.
- D. Pets must be housebroken.
- E. The Pet Policy and the rules contained therein will become a part of the lease agreement between the Housing Authority and the resident pet owner, and shall override and be superior to any conflicting provision that may be contained in the original lease between the Housing Authority and the resident.
- F. Pet bedding shall not be washed in any common laundry facilities.
- G. Residents must take appropriate actions to protect their pets from fleas and ticks.

H. Pets cannot be kept or used for any commercial purpose.

5. INOCULATIONS

Prior to being registered by the Housing Authority, dogs and cats must be appropriately inoculated against rabies and other conditions prescribed by State and/or Local ordinances, and the resident must provide proof of the inoculations.

The resident must also provide proof of annual rabies and distemper booster inoculations at the time of each annual rent reexamination.

6. FINANCIAL OBLIGATION OF RESIDENTS

Residents who own or keep a pet in their dwelling unit will be required to pay for any damages caused by the pet. Also, any pet-related insect infestation in the pet owner's unit, including the cost of fumigation or other pest treatment of the unit,/building, will be the financial responsibility of the pet owner. The Perry County Housing Authority reserves the right to exterminate and charge the resident if the Housing Authority believes a need has been shown.

7. NUISANCE OR THREAT TO HEALTH OR SAFETY

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

Residents shall not permit their pet to disturb, interfere with, or diminish the peaceful enjoyment of other residents. This shall include, but not be limited to barking, growling, howling, loud chirping or screeching, biting, scratching, threatening and other similar activities. Pets who make noise continuously and/or incessantly for a period of ten (10) minutes, or 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.

Any pet that bites or causes harm to any person must be permanently removed from the resident's premises within twenty-four (24) hours after notification by the Housing Authority. The pet owner may also be subject to termination of his/her dwelling lease.

Three (3) substantiated complaints by neighbors or Housing Authority personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance will result in the owner having to remove the pet or termination of his/her lease. Such complaints shall be documented and a record kept on file.

8. DESIGNATION OF PET AREAS

Pets must be kept in the owner's apartment and kept on a leash at all times when outside. No outdoor cages may be constructed. Pet owners must clean up after their pets and are responsible for disposing of pet waste. With the exception of assistive animals, no pets shall be allowed in lobby areas, laundry rooms, community rooms, hallways or offices at any of the Housing Authority sites. Assistive animals, when in any of the restricted areas, must be leashed or other wise properly restrained by means of a

harness, etc., and in full control of the person assisted. No animals will be allowed to run free in yards or other common areas of the facility.

- a. When taken outside the unit, dogs and cats must be kept on a leash and controlled by an **ADULT**.
- b. Residents shall make no alterations to their leased unit, porch areas, or yard areas, including installing fences or dog pens, in order to create an enclosure for any pet.

9. REMOVAL OF PETS

The Perry County Housing Authority, or an appropriate community authority, shall require the removal of any pet from a development if the pet's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the project or of other persons in the community where the project is located.

If any pet is left unattended for a period of twenty-four (24) hours or more the Housing Authority may enter the dwelling unit, remove the pet and transfer it to the proper authorities, subject to the provisions of the Illinois State law and pertinent local ordinances. The Housing Authority accepts no responsibility for the animal under such circumstances.

If evidence is found that the pet is being seriously neglected (not being given sufficient food or water, subjected to excessive heat or cold etc) or physically abused, the Housing Authority will notify the proper authorities of the fact.

Denials by a resident that any dog or cat that has been seen by a Housing Authority employee or reported to the Housing Authority staff by other residents or persons living nearby as belonging to that resident shall be investigated by Housing Authority Staff. If proof of the resident's ownership of the pet can be verified, the resident will be required, within fourteen (14) days of the notification to pay the Perry County Housing Authority a pet deposit, sign the pet policy, and provide all documentation demanded by this policy, provided the pet meets all qualifying standards as to size, breed, etc. If the pet in question does not meet the standards of this Pet Policy, or the resident fails and refuses to comply with the requirement of this Pet Policy, the animal in question will be reported to local animal control officers for appropriate action.

Any animal which has been seen inside a resident's dwelling unit on at least one occasion, or has been seen spending time in the immediate vicinity outside a resident's apartment on three (3) or more occasions shall be deemed by the housing authority to belong to that resident. It shall, therefore, be the resident's responsibility to prohibit the entry of animals other than his/her own into the dwelling unit and to actively discourage the presence of any animal that does not belong to them from spending time in their yards.

10. VISITING PETS

Visiting pets are not allowed on Perry County Housing Authority property.

11. GENERAL

This Pet Policy and the rules it contains may be amended from time to time, as necessary, by the Perry County Housing Authority, and such amendments shall be binding on the residents upon notice thereof.

Residents who violate these rules or any part of the Pet Policy **will be issued a \$250.00 fine** and are subject to being required to permanently remove the pet from the leased premises within 14 days of written notice by the Housing Authority and/or termination of their lease and eviction from the premises.

The privilege of maintaining a pet in a facility owned and/or operated by the Perry County Housing Authority shall be subject to rule set forth in this policy. This privilege may be revoked at any time should the pet become destructive, create a nuisance, represent a threat to the safety, health and security of other residents, Housing Authority personnel, or the general public, or create a problem in the area of cleanliness and sanitation.

A breach of any of the foregoing rules constitutes a breach of the resident's lease and can result not only in the revocation of the privilege of keeping a pet, but may result in any of the sanctions set forth in the resident's lease for breach thereof, including forfeiture of further leasehold rights and termination of the lease. Further, the resident is subject to State and local animal control statutes. The election of a remedy by the Housing Authority for a resident's breach of the foregoing rules is not exclusive, and the Housing Authority may thereafter pursue any of the various remedies set forth in the lease as the Housing Authority may, at its discretion, choose.

The Housing Authority grievance procedures shall be applicable to all individual grievances or disputes arising out of violations or alleged violations of the policy.

THESE RULES BECOME PART OF THE DWELLING LEASE AGREEMENT WITH THE FULL FORCE AND EFFECT OF PROVISIONS CONTAINED THEREIN.

PERRY COUNTY HOUSING AUTHORITY
AUTHORIZATION FOR PET OWNERSHIP FORM

Pet Owner's Name: _____

Pet Owner's Address: _____

Home Telephone: _____ Work Telephone: _____

Pet's Name: _____

Pet's Date of Birth: _____

Type or Breed: _____

Spayed or Neutered? _____

Veterinarian: _____ Phone: _____

Emergency Caregiver for the Pet: _____

Address: _____ Phone: _____

I have read and understand the rules governing pets and I and all members of my household promise to fully comply.

Signature of Pet Owner: _____ Date: _____

Approved By: _____ Date: _____

Please attach to this form the following:

Picture of the Pet

Rabies and Distemper Certification

Sterilization Certification (spayed by age 6 months or neutered by age 9 months)