

# HOUSING AUTHORITY OF THE TOWN OF PORTLAND

## PET POLICY-REASONABLE ACCOMODATION

### MANAGEMENT APPROVAL OF PETS

1. **Resident must have prior written approval from the Housing Authority and be registered with the Housing Authority before moving a pet onto the premises.** Resident must submit a Reasonable Accommodation request to the Housing Authority for a pet. Nothing in this policy or the dwelling lease limits or impairs the right of person with disabilities or elderly to own animals that are used to assist them.
2. Resident may only keep **one** small-domesticated (under 20 lbs.) dog, cat, and/or bird or one fish aquarium. No other type of animal (snakes, hamsters, poisonous fish, reptiles, monkeys, birds of prey, rabbits, ferrets, guinea pigs, rats or mice, etc.) shall be permitted in the apartment, nor shall they visit the property.
3. Feeding of stray animals will be considered as having an unauthorized animal.
4. Violation of the Policy for Reasonable Accommodation for Assistance animal will be grounds for termination of the lease.

Registration must include the following:

- A certificate signed by a licensed veterinarian that the common household pet has timely received all inoculations and that the pet has no communicable disease and is pest-free. Also required is Connecticut and Town of Portland law mandates.
  - A picture of the pet must be provided at time of registration.
  - Name, address, and phone number of the person to be responsible for pet in resident's absence.
  - Town of Portland dog license (if applicable)
  - Proof of liability insurance
5. Registration must be renewed and will be coordinated with the annual recertification date and proof of license and inoculation will be submitted at least 30 days prior to annual reexamination.
  6. All animals are to be spayed or neutered. If animals are not spayed or neutered and have offspring, the resident household is in violation of this rule.
  7. 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.
  8. Approval for the keeping of a pet shall not be extended pending the completion of these requirements.
  9. No animal or pet may be kept in violation of humane or health laws.
  10. The Housing Authority will notify the owner of the common household pet if registration of the pet is refused and will state the basis for the rejection, as size, disposition, etc.

### Animals that Assist Persons with Disabilities

Per Policy will not be applied to animals that assist persons with disabilities or elderly. To be excluded from the pet policy, the resident/pet owner must certify:

That There is a person with disability in the household.

That the animal has been trained to assist with the specific disability.

### **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:

- The pet is not a common household pet as defined in this policy.
- Keeping the pet would violate any House Pet Rules.
- The pet owner fails to provide complete pet registration information or fails to update the registration annually.
- 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.

### **STANDARDS FOR PETS**

If an approved pet gives birth to a litter, the resident must remove all pets from the premises except one.

PHA authorization for pet(s) will be given on a year-by-year basis.

No pet will be allowed if weight exceeds 25 pounds.

No dangerous animal or pet will be allowed.

No vicious or intimidating animal or pet is to be kept on the premises.

All dogs must be house trained. The use of indoor pet pads is prohibited.

### **Types of Pets Allowed**

Tenants are not permitted to have more than one pet. No types of pets other than the following may be kept by a resident. The following types and qualifications are consistent with applicable State and local law.

#### 1. Dogs

- Maximum number: 1
- Maximum adult weight: 25 pounds
- Must be housebroken
- Must be spayed or neutered
- Must have all required inoculations
- Must be licensed as specified now or in the future by State law and local ordinance

- Must have proof of liability insurance

2. Cats

1. Maximum number: 1
2. Must be spayed or neutered
3. Must be kept indoors
4. Must have all required inoculations
5. Must be trained to use a litter box or other waste receptacle
6. Must be licensed as specified now or in the future by State law or local ordinance.

3. Birds

- Maximum number: 2
- Must be enclosed in a cage at all times

4. Fish

- Maximum aquarium size: 20 gallons
- Must be maintained on an approved stand

**PETS TEMPORARILY ON THE PREMISES**

Pets that are not owned by a tenant will not be allowed, except for service animals.

Residents are prohibited from feeding or harboring stray animals.

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

**FEES FOR PETS**

The resident will be responsible for all reasonable expenses directly related to the presence of the animal or pet on the premises, including the cost of repairs and replacement in the apartment, and the cost of animal care facilities if needed. These charges are due and payable within 60 days of written notification.

The PHA does not require a pet deposit.

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

- The cost of repairs and replacements to the resident's dwelling unit.
- fumigation of the dwelling unit.
- common areas of the project.

The expense of flea disinfestations shall be the responsibility of the resident.

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, the resident will be billed for any amount.

**PET WASTE REMOVAL**

Residents are responsible for removal of all pet waste.

If a PHA staff member notices that, a resident has not removed pet waste from the grounds of Quarry Heights a separate pet waste removal charge of \$25.00 per occurrence will be assessed against the resident for violations of the pet policy.

Pet waste removal charges are not part of rent payable by the resident.

**Alterations to unit**

Residents / Pet owners shall not alter their unit, patio, premises, or common areas to create an enclosed for any animal. Installation of pet doors is prohibited.

**CLEANLINESS REQUIREMENTS**

**Litter Box Requirements.** All animal waste or the litter from litter boxes shall be picked up/emptied every 2 days by the pet owner, disposed of in heavy, sealed plastic trash bags, and placed in a trash container immediately.

Litter shall not be disposed of by being flushed through the toilet.  
Litter boxes shall be stored inside the resident's dwelling unit.

**Removal of Waste from Other Locations.** The Resident/pet owner shall be responsible for the removal of waste from any animal or pet animal 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.

All common household pets are to be fed inside the apartment. Feeding is not allowed on sidewalks or other outside areas.

The feeding of stray animals will constitute having a pet without permission of the Housing Authority.

**PET CARE**

No dog shall be left unattended in any apartment for a period more than 12 hours. No cat shall be left unattended in any apartment for a period more than 24 hours.

Dogs must always be under the pet owner's control. No dog will be allowed off leash when outside. No dog will be allowed to be tied outside.

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.

Pet owners must agree to control the noise of pets that such noise does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of their housing unit or premises. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

## **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.

## **INSPECTIONS**

The PHA may, after reasonable notice to the tenant during reasonable hours, enter and inspect the premises, in addition to other inspections allowed.

## **PET RULE VIOLATION NOTICE**

The authorization for a common household pet may be revoked at any time subject to the PHA's grievance procedure if the pet becomes destructive or a nuisance to others, or if the resident fails to comply with this policy.

Residents who violate these rules are subject to:

- Mandatory removal of the pet from the premises within 30 days of notice by the PHA; or if for a threat to health or safety, removal within 24 hours of notice.
- Lease termination proceedings.

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), which were violated. The notice will also state:

- That the resident/pet owner has 30 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.
- That the resident/pet owner is entitled to be accompanied by another person of his or her choice at the meeting; and
- 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 10-day period, the meeting will be scheduled no later than 10 calendar days before the effective date of service of the notice, unless the pet owner agrees to a later date in writing.

## **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 allotted by the PHA, the PHA may serve notice to remove the pet.

The Notice shall contain:

- A brief statement of the factual basis for the PHA's determination of the Pet Rule that has been violated.
- The requirement that the resident/pet owner must remove the pet within 10 days of the notice: and

- A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures.

### **TERMINATION OF TENANCY**

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

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

### **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. This includes pets that are poorly cared for or have been left unattended for over 24 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 will contact Portland Animal Control to pick up pet and the resident will not be allowed another pet.

If the pet is removed because of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

**If a pet is removed from the home, the tenant “trades in” one pet for another, rescues a pet and returns it more than twice, the resident may not house another pet for a minimum of one year. Prior written permission from the Executive Director must be given before another pet is moved to the premises.**

### **EMERGENCIES**

The PHA will take all necessary steps to insure that pets, which 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 resident/pet owner.

This Pet Policy will be incorporated by reference into the Dwelling Lease signed by the resident, and therefore, violation of the above Policy will be grounds for termination of the lease.

The above is a true copy of the amended policy adopted unanimously by the Board of Commissioners at their Regular Meeting held Tuesday, February 20, 2001.

**PORTLAND HOUSING AUTHORITY  
POLICY STATEMENT REGARDING PET OWNERSHIP AND RESPONSIBILITY  
ADDENDUM TO DWELLING LEASE**

The purpose of this policy is to establish the Portland Housing Authority's policy and procedures for ownership of pets in elderly and disabled 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.

Residents will comply with the dwelling lease, which requires that no animals or pets of any kind be permitted on the premises *without prior written approval* of the Housing Authority.

Nothing in this policy or the dwelling lease limits or impairs the right of persons with disabilities to own animals that are used to assist support or provide service to them.

**ANIMALS THAT ASSIST, SUPPORT OR PROVIDE SERVICE TO PERSONS WITH DISABILITIES**

Pet rules will not be applied to animals that assist persons with disabilities. To be excluded from the pet policy, the resident/pet owner must certify:

- That there is a person with disabilities in or visiting the household.
- That the animal has been trained to assist, support, or provide service to the specified person with disabilities; and
- That the animal assists, supports or provides service to the specified person with disabilities.