

**PET POLICY
FOR SPARKS AND HANDY TOWERS
OF THE HOUSING AUTHORITY
OF THE CITY OF GOODLAND**

The Housing Authority of the City of Goodland, in compliance with Section 227 of the Housing and Urban-Rural Recovery Act of 1983, provides for pet ownership for Residents in housing for the elderly and handicapped under the following conditions and subject to the following restrictions

I. INTRODUCTION

The Pet Policy for the Sparks and Handy Towers of the Goodland Housing Authority is developed in accordance with the HUD regulations published in the Federal Register on December 1, 1986, with an effective date of March 2, 1987.

The pet rules for these projects are incorporated into this policy. The rules adopted by Management are reasonably related to the legitimate interest of the Housing Authority including:

The Housing Authority's interest in providing a decent, safe and sanitary living environment for existing and prospective Residents;

Protecting and preserving the physical condition of the project;

The Housing Authority's financial interest in the project.

Pets as described in the Pet Policy shall be allowed in apartments for the elderly or near elderly. These apartments are known as Sparks Towers and Handy Towers.

II. DEMONSTRATION OF ACCEPTABILITY

A. MANAGEMENT APPROVAL

All pets must be registered on a pet registration form provided by the Authority before the pet is brought on the premises. The Resident/Pet Owner and the Authority must enter into a "PET AGREEMENT."

In addition to executing the Agreement, the Resident/Pet Owner must provide the Authority with documented proof of the proposed pet's health, suitability and acceptability in accordance with the provisions outlined in paragraph

B. STANDARDS.

A pet must be registered with the Authority before it is brought on the project premises and annually thereafter.

Registration includes:

Certificate signed by a licensed veterinarian or designated State local authority or agent, stating that the pet has received all inoculations required by State or local law.

Statement signed by a licensed veterinarian that the animal is in good health, has no communicable diseases or pests and, in the case of dogs and cats, is spayed or neutered.

Sufficient information to identify pet and demonstrate it is a common household pet.

Name, address, and phone number of one or more responsible parties to care for the pet if the owner dies, is incapacitated or unable to care for the pet.

Execution of a Pet Agreement, stating that the Resident accepts complete responsibility for the care and cleaning of the pet and acknowledges the applicable rules.

Pet must be licensed in accordance with applicable State and local laws and regulations.

Registration will be coordinated with the annual re-examination date.

Approval for the keeping of a pet shall not be given until all specified requirements are met.

The Authority shall refuse to register pet if:

The pet is not a common household pet identified more specifically in this policy.

Keeping pet would violate any applicable House Pet Rules.
Pet Owner fails to provide complete pet registration information or fails annually to update the registration.

The Authority reasonably determines, based on the pet owner's habits and practices, that the pet owner will be unable to keep the pet in compliance with the pet rules and other lease obligations.

The pet's temperament may be considered as a factor in determining the prospective pet owners' ability to comply with the pet rules and other lease obligations.

The Authority may not refuse to register a pet based on the determination that the pet owner is financially unable to care for the pet or that the pet is inappropriate, based on the therapeutic value to the pet owner or the interests of the property or existing Residents.

The Authority is required to notify the pet owner if the Authority refuses to register a pet. The notice shall state the basis for the Authority's action and shall be served in accordance with the HUD notice requirements.

The notice of refusal to register a pet may be combined with a notice of pet violation.

The requirements may not conflict with State or local law. A Resident who cares for another Resident's pet must notify the Authority and must agree to abide by all the pet rules in writing.

B. STANDARDS

Common household pets as outlined below will be permitted under the following guidelines:

1. Dog:
Maximum number one (1); maximum weight - 25 pounds; must be housebroken; must be spayed or neutered; must have all required inoculations; must have appropriate size pet carrier/cage for pet when dog is left at home and tenant is not on the premises; and must be licensed as specified now or in the future by State law or local ordinance.
2. Cat:
Maximum number one (1). Prior to being admitted on the premises, Front paws must be trimmed regularly and soft claws (caps) put on. Documentation from a licensed veterinarian will be required.; Must be spayed or neutered; Must have all required inoculations and required documentation; Must be trained to use a litter box or other waste receptacle; Must have appropriate size pet carrier/cage for pet when cat is left at home and tenant is not on the premises; and Must be licensed as specified now or in the future by State law or local ordinance, and documentation required.
3. Birds:
Maximum number two (2); must be enclosed in a cage at all times.

4. Fish:
Maximum aquarium size - twenty (20) gallons; must be maintained on approved stand. Aquarium of ten (10) gallons or less is not required to be registered.
5. Rodents:
(Only rabbit, guinea pig, hamster, gerbil or ferret):
Maximum number one (1); must be enclosed in an acceptable cage at all times; must have any or all inoculations as specified now or in the future by State law or local ordinance.
6. Turtle:
Maximum number one (1); must be enclosed in an acceptable cage or container at all times.

No pets other than specified in Section II B. may be kept by a Resident.

All pets must be restricted to an appropriate size pet carrier/cage inside the apartment when the owners are not present to protect Housing Authority property and also Housing Authority employees entering the premises.

Only one four-legged warm-blooded pet will be allowed per unit. If an approved pet gives birth to a litter, the Resident/Pet Owner shall move all pets from the premises except one.

Resident's failure to properly register a pet prior to bringing a pet onto the premises shall result in the initiation of an action to remove the pet and evict the Resident.

Animals which assist handicapped persons are excluded from this Pet Policy. The Resident/Pet Owner will be required to certify animals who assist the handicapped as an animal to be excluded. The Authority will grant the exclusion if the Resident or prospective Resident certifies in writing that:

1. The Resident or member of the family is handicapped.
2. The animal has been trained to assist with the specified handicap.
3. The animal is a necessary apparatus for the handicapped individual.

III. PETS TEMPORARILY ON THE PREMISES

- A. Pets which are not owned by the Resident will not be allowed.

Residents are prohibited from feeding or harboring stray animals. The feeding of stray animals shall constitute having a pet without the written permission of the Housing Authority.

One of the two exceptions from this rule will be visiting pet programs sponsored by a humane society or other nonprofit organization.

The other exception is that residents may care for other Residents' pets on a temporary basis, but first must notify the Authority and must agree, in writing, to abide by the pet rules. State or local laws or regulations governing pets temporarily in dwelling accommodations shall prevail.

IV. ADDITIONAL FEES AND DEPOSITS - PETS

- A. PET DEPOSIT

The Resident/Pet owner shall be required to pay to the Authority a deposit for the purpose of defraying all reasonable costs of repairs, replacements and/or for damages to the dwelling unit that is directly attributable to the presence of pet. The pet deposit will be \$200.00 for all bedroom sizes.

The Resident/Pet Owner shall be required to pay to the Authority a nonrefundable deposit of \$40.00 for fumigation fees for any pet other than fish.

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

A separate pet waste removal charge of \$5.00 per occurrence will be assessed the Resident/Pet Owner when necessary.

Pet deposit and pet waste removal charges are not part of rent payable by the Resident.

Such expenses as a result of a move-out inspection shall be deducted from the Pet Deposit at move-out, and the Resident/Pet Owner shall be billed for any balance due.

Legal action to recover unpaid expenses may be commenced if a properly prepared and outlined invoice is not honored.

V. **ADDITIONAL PET RULES**

A. NOISE

Resident/Pet Owner agrees to control the noise of his/her pet so that such noise does not constitute a nuisance to other Residents or interrupt their peaceful enjoyment of their apartments. Failure to control pet noise may result in the removal of the pet from the premises.

This includes but is not limited to: long or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

Suggestion: To help control noise, pet should be placed in an appropriate size pet carrier.

B. PET AREAS ALLOWED

Pets must be maintained within the Resident/Pet Owner's unit. When outside the apartment (within the building or on project grounds), dogs, cats and/or any other pet using a leash, must be kept on a leash, carried and under the control of the Resident/Pet Owner or other responsible individual AT ALL TIMES.

Pets are not allowed in the common areas including the lobbies, community rooms and laundry areas except to enter and exit the building.

Resident/Pet Owners shall keep their pets under control at all times.

C. CLEANLINESS REQUIREMENTS

Litter Box Requirements:

(For cats and other animals using a litter box or cage as specified now or in the future by State and local laws.) All animal waste or the litter from litter boxes shall be picked up immediately by the pet owner and disposed of in sealed plastic trash bags and placed in the trash receptacle located at the south end of Sparks Towers.

Litter shall not be disposed of by being flushed through a toilet. Charges for unclogging the toilet due to the improper disposal of pet waste shall be billed to the Resident/Pet Owner.

Litter boxes shall be kept INSIDE the Resident/Pet Owner's dwelling unit.

Requirement for Removal of Waste in Other Locations:

The Resident/Pet Owner shall be responsible for the immediate cleaning of any dirt or pet waste tracked through or deposited in the common areas,

lobbies, halls, elevators or laundry areas by his/her pet.

Odor:

Resident/Pet Owner shall take adequate precautions to eliminate any pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.

D. PET CARE

No pet shall be left unattended in any apartment for a period in excess of twenty-four (24) hours (except fish). The pet must be restricted to an appropriate size pet carrier/cage inside the apartment when the owners are not present to protect Housing Authority property and also Housing Authority employees entering the premises.

Resident/Pet Owners shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet.

Resident/Pet Owner must be aware and recognize other Residents may have chemical sensitivities or allergies related to pets or may be easily frightened and /or disoriented by animals. The Resident/Pet Owner agrees to exercise common sense and common courtesy with respect to such other Resident's right to the peaceful and quiet enjoyment of common areas and his/her apartment.

VI. ALTERATIONS

Resident/Pet Owner shall not alter their unit, balcony, unit area, or common areas to create an enclosure for the animal.

VII. 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.

VIII. INSPECTIONS

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

IX. PET RULE VIOLATIONS

A. PET RULE VIOLATION NOTICE

If a determination is made, on objective facts supported by written statements, that a Resident/Pet Owner has violated a rule, written notice shall be served on the Resident/Pet Owner.

The notice must contain a brief statement of the factual basis for the determination and the pet rule(s) alleged to be violated. The notice also must state:

1. That the Resident/Pet Owner has ten (10) 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;
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 Owners' residency.

B. PET RULE VIOLATION MEETING

If a Resident/Pet Owner requests a meeting on a timely basis, the Authority will establish a mutually agreeable time and place for the meeting.

The meeting will be scheduled no later than fifteen (15) days from the effective date of service of notice of the pet rule violation, unless the Pet Owner agrees to a later date in writing.

The Resident/Pet Owner and the Authority will discuss the alleged violation at the meeting and attempt to correct it.

As a result of the meeting, the Authority may give the Resident/Pet Owner additional time to correct the violation.

C. NOTICE FOR PET REMOVAL

If the Resident/Pet Owner and the Authority are unable to resolve the violation at the meeting or the Resident/Pet Owner fails to correct the violation in the allotted time, the Authority may serve notice on the Resident/Pet Owner at or after the meeting to remove the pet.

The notice must:

1. Contain a brief statement of the factual basis for the determination and the pet rule(s) that have been violated:
2. State that the Resident/Pet Owner must remove the pet within ten (10) days of the effective date of service of the notice of pet removal:
3. State that failure to remove the pet may result in initiation of procedures to terminate the Resident's/Pet Owner's residency.

D. TERMINATION OF RESIDENCY

The Authority may initiate procedures for termination of the Resident/Pet Owner's residency 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 applicable time period specified;
2. The pet rule violation is sufficient to begin procedures to terminate the Resident/Pet Owner's residency under the terms of the lease and applicable regulations.

E. PET REMOVAL

If the health or safety is threatened by the death or incapacitation of the Pet Owner, or by other factors that render the Pet Owner unable to care for the pet, the Authority shall follow the following procedures (this includes pets which appear to be poorly cared for or which are left unattended for longer than twenty-four (24) hours):

1. The situation will be reported to the Responsible Party(s) designated by the Resident/Pet Owner. If the Responsible Party(s) is unwilling or unable to care for the pet or if the Authority, despite reasonable efforts, has been unable to contact the Responsible Party(s), the Authority may contact the appropriate State or local authority and request the removal of the pet.

XI. EMERGENCIES

- A. The Authority will be concerned about pets that become vicious or display symptoms of severe illness or demonstrate other behavior that constitutes an immediate threat to the health or safety of the Residents as a whole.

- B. The Authority will refer these cases to the State or local authority authorized under applicable State or local law to remove pets that exhibit such behavior.

XII. LIABILITY

The Authority is not responsible for damage or injury caused by any pet on the premises. Although **Liability Insurance** is not required, it is strongly recommended to protect the Pet Owner in case the pet acts violently or causes harm to people, property, or other animals. This insurance may be obtained through your **Renter's Insurance**, which is also recommended to cover the tenant's personal property for theft and/or damage.