

# Coldwater Housing Commission Pet Policy

Revised 6/3/2008

In compliance with Section 227 of Title II of the Housing and Urban Rural Recovery Act of 1983, and Regulation 24 CFR 5, Subpart C; 24 CFR 960, Subpart G, Coldwater Housing Commission will permit residents of housing projects built exclusively for occupancy by the elderly and handicapped to own and keep common household pets in their apartments.

## PET RELATED MAINTENANCE CHARGE

### **Pet Policy Section 10-III.C. OTHER CHARGES**

#### **Pet-Related Damages During Occupancy**

##### PHA Policy

All reasonable expenses incurred by the PHA as a result of excess wear & tear and/or 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

The cost of additional maintenance time required to clean pet soiled carpet/tile (\$25/hour).

Fumigation of the dwelling unit or adjacent common areas

Repairs to common areas of the project

The expense of flea elimination shall also be the responsibility of the resident.

If the resident is in occupancy when such costs occur, the resident shall be billed for such costs in accordance with the policies in Section 8-I.G, Maintenance and Damage Charges. Pet deposits will not be applied to the costs of pet-related damages during occupancy.

A separate pet waste removal charge of \$10.00 per occurrence will be assessed against pet owners who fail to remove pet waste in accordance with this policy.

Charges for pet-related damage are not part of rent payable by the resident.

**COMMON HOUSEHOLD PETS ARE DEFINED** AS: A common household pet means a domesticated animal, such as a dog, cat, bird, or fish that is traditionally recognized as a companion animal and is kept in the home for pleasure rather than commercial purposes.

**BIRDS:** Including Canary, Parakeet, Finch, Parrots and other species that are normally kept caged, not to exceed one (1) pair. Birds must be in cage at all times and not allowed to roam free. Birds of prey and game are not permitted

FISH: One aquarium or fish tank, not to exceed twenty (20) gallons in capacity is allowed; poisonous or dangerous fish are not permitted.

CATS: Must be spayed or neutered, de-clawed by age twelve (12) weeks, and should not exceed fifteen (15) pounds.

DOGS: Not to exceed twenty-five (25) pounds in weight and twenty (20) inches in height fully grown. Dogs must be spayed or neutered. Veterinarians recommend/suggest smaller type of dogs such as: Chihuahua, Pekingese, Poodle, Terriers, Schnauzer, Dachshund, Beagle, Cockapoo, and Yorkies

**No pit bull terriers will be permitted on Coldwater Housing Commission's property. No aggressive dogs (snapping, biting, barking, growling).**

#### **ANIMALS NOT PERMITTED AS PETS:**

Animals which are not considered common household pets, wild animals, or animals used for commercial breeding will not be permitted. These include but are not limited to: RODENTS- Hamsters, Gerbils, White Rats or Mice; REPTILES and INSECTS- Frogs, Arachnids, Snakes; WILD OR EXOTIC Animals- Monkeys, Ferrets, Squirrels, Rabbits, Iguanas, Pot Bellied Pigs, etc.

#### **Registration and Approval of a Pet**

Pets must be registered with the Coldwater Housing Commission **BEFORE** it is brought onto the premises. Registration includes documentation signed, and dated within 5 days of move in date, by a licensed veterinarian or state/local authority that the pet has received all inoculations required by state or local law and that the pet has no communicable disease(s) and is pest-free. Pets must be licensed in accordance with state or local law. Residents must provide proof of licensing at the time of registration and annually, in conjunction with the resident's annual reexamination. Pets will not be approved to reside in a unit until completion of the registration requirements.

#### **Approval of an Assistance Animal**

For an animal to be excluded from the pet policy and be considered an assistance animal, there must be a person with disabilities in the household, and the family must request and the Coldwater Housing Commission approve a reasonable accommodation in accordance with agency policies.

Residents must care for assistance animals in a manner that complies with state and local laws, including anti-cruelty laws. Residents must ensure that assistance animals do not pose a direct threat to the health and safety of others, or cause substantial physical damage to the development, dwelling unit, or property of other residents. When a resident's care or handling of an assistance animal violates these policies, the Coldwater Housing Commission will consider whether the violation could be reduced or eliminated by a reasonable accommodation. If the Coldwater Housing Commission determines that no such accommodation can be made, the Coldwater Housing Commission may withdraw the approval of a particular assistance animal.

### **Pet Area Restrictions**

Pets must be maintained within the resident's unit. When outside of the unit, (within the building and on the grounds) dogs and cats must be kept on a 4' leash or carried and under the control of the resident or other responsible individual at all times. Pets are not permitted in common areas including lobbies, community rooms and laundry areas except for those common areas which are entrances to and exits from the building. Pet owners shall not alter their unit to create an enclosure for any animal. Installation of pet doors is prohibited.

### **Area Designated for Dogs**

Dogs must be taken to the "Dog Area" located at the south end of the building to eliminate. Dogs must eliminate in the stone area only. Owners are responsible for cleaning up feces with a plastic bag and disposing in waste receptacle provided. Dogs are not allowed to eliminate anywhere else on Englewood Property. At no time should the resident allow an animal to use "blue pads" as an inside pet toilet.

### **Litter Boxes for Cats**

Litter boxes must be kept inside the resident's dwelling unit. Pet owners must promptly dispose of waste from litter boxes and must maintain litter boxes in a sanitary manner. Litter should **not** be flushed down a toilet. Soiled litter should be put in a strong trash bag, tied, and carried to the dumpsters located outside behind the elevator area on the first floor.

### **Noise**

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 their housing unit or premises. This includes, but not limited to loud or continuous barking, howling, whining, biting, scratching, chirping, or other such animal activities.

### **Pet Care**

Each pet owner shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet. Each pet owner shall be responsible for appropriately training and caring for his/her pet to ensure that the pet is not a nuisance or danger to other residents and does not damage Englewood property. At no time should animals be tethered or chained inside or outside the dwelling unit.

### **Responsible Parties**

The pet owner will be required to designate a responsible party 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. A person who cares for a resident's pet must notify Coldwater Housing Commission staff and sign a statement that they agree to abide by all of the pet rules.

### **Pet Rule Violations**

All complaints of cruelty and all dog bites will be referred to animal control or applicable agency for investigation and enforcement. The threat of immediate harm to others may require the pet be removed from the building within 24 hours of notice. If a determination is made on objective facts supported by written statements, that a resident/pet owner has violated pet rules, management will

serve written notice to the resident. The notice will contain a brief statement of the factual basis for the determination and the pet rule(s) that were violated. The resident pet owner has 10 business days from the effective date of the notice to correct the violation or make written request for a meeting to discuss the violation. The pet owner is entitled to be accompanied by another person of his or her choice at the meeting. The pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to remove the pet, and/or to terminate the resident pet owner's tenancy.

### **Notice of Pet Removal**

If the pet owner and Coldwater Housing Commission are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by Englewood Management Staff, then Coldwater Housing Commission may serve notice to remove the pet. The notice will contain a brief statement of the factual basis for Coldwater Housing Commission's determination of the pet rule that has been violated. The resident/pet owner will be required to remove the pet within 30 calendar days of the notice. Failure to remove the pet may result in the initiation of termination of tenancy procedures.

### **Pet Removal**

If 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 pet owner. If the responsible party is unwilling or unable to care for the pet, or if Coldwater Housing Commission after reasonable efforts cannot contact the responsible party, Coldwater Housing Commission will contact the appropriate state or local agency and request the removal of the pet. If it is necessary to place the pet in a shelter facility, the cost of housing the pet will be the responsibility of the pet owner.

### **Emergencies**

Coldwater Housing Commission will take all necessary steps to ensure 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 immediately removed from the premises by referring the situation to the appropriate state or local entity authorized to remove such animals. If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

### **Termination of Tenancy**

Coldwater Housing Commission 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 period specified. The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease.

### **Pet Deposit**

Coldwater Housing Commission Pet Deposit due at the time of move in is \$50 (Rev. 7/7/2009). Any costs of damages beyond the standard maintenance charge, caused by the pet to the dwelling unit, are the responsibility of the resident and must be paid within 30 days of move-out from the unit. CHC will provide the resident with a written list of any charges associated with the pet within 10 business days of the move-out inspection. If the resident disagrees with the amount charged, Coldwater Housing Commission will provide a meeting to discuss the charges.

### **Pet-Related Damages during Occupancy**

All reasonable expenses incurred by Coldwater Housing Commission as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the resident, including: the cost of additional maintenance time required to clean pet soiled carpet/tile floors, the cost of repairs and replacements to the resident's dwelling unit; fumigation of the dwelling unit and repairs to common areas of the project. The expense of flea elimination shall also be the responsibility of the resident. If the resident is in occupancy when such costs occur, the resident shall be billed for this. Charges for pet-related damage are separate from routine rental charges paid by the resident.

### **Pet Waste Removal Charge**

A separate pet waste removal charge of \$10.00 per occurrence will be assessed against pet owner who fails to remove pet waste in accordance with this policy. Notices of pet waste removal charges will be in accordance with requirements regarding notices of adverse action. Charges are due and payable 14 calendar days after billing. If the family requests a grievance hearing within the required timeframe, Coldwater Housing Commission may not take action for nonpayment of the charge until the conclusion of the grievance process.

Coldwater Housing Commission  
Pet Policy Agreement Form

