

# SNYDER COUNTY HOUSING AUTHORITY

## PET POLICY

(Section 18.0 of the Admission and Continued Occupancy Policy)

### **1.1 EXCLUSIONS**

This policy does not apply to service animals, support animals, assistance animals, or therapy animals that are used to assist persons with disabilities. These animals are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors. The person requesting this exclusion to the Pet Policy of this housing authority must have a disability and the accommodation must be necessary to afford the person with a disability an equal opportunity to use and enjoy a dwelling.

To show that a requested accommodation may be necessary, there must be an identifiable relationship, or nexus, between the requested accommodation and the person's disability. The Snyder County Housing Authority will verify the existence of the disability, and the need for the accommodation— if either is not readily apparent. Accordingly, persons who are seeking a reasonable accommodation for an emotional support animal will be required to provide documentation from a physician, psychiatrist, social worker, or other mental health professional that the animal provides support that alleviates at least one of the identified symptoms or effects of the existing disability.

In addition, the Snyder County Housing Authority is not required to provide any reasonable accommodation that would pose a direct threat to the health or safety of others. Thus, if the particular animal requested by the individual with a disability has a history of dangerous behavior, we will not accept the animal into our housing. Moreover, we are not required to make a reasonable accommodation if the presence of the assistance animal would (1) result in substantial physical damage to the property of others unless the threat can be eliminated or significantly reduced by a reasonable accommodation; (2) pose an undue financial and administrative burden; or (3) fundamentally alter the nature of the provider's operations.

### **1.2 PETS IN Public Housing**

The Snyder County Housing Authority allows for pet ownership in its developments with the written pre-approval of the Housing Authority. Resident assumes full responsibility and liability for the pet and agrees to sign a statement that they will assume all personal and financial responsibility for damage to any personal or development property caused

by the pet and assumes personal responsibility for injury caused by the pet to any individual.

### **1.3 Approval**

Residents must have the prior written approval of the Housing Authority before moving a pet into their unit. Residents must request approval on the Authorization for Pet Ownership Form ten (10) days prior to bringing the pet on site. Residents must provide the Housing Authority with all required documents, including a color picture of the pet and pay the required deposit PRIOR to moving a pet into their unit.

### **1.4 Types and Number of Pets**

The Snyder County Housing Authority will only allow common household pets. This means only domesticated animals such as a dog, cat, bird, gerbil, guinea pig, fish in aquariums, turtle or hermit crab will be allowed in units. Common household pets do not include reptiles. If this definition conflicts with a state or local law or regulation, the state or local law or regulation shall govern.

All dogs and cats must be spayed or neutered before they become six months old. Proof of compliance by a licensed veterinarian must be provided.

Only one pet per unit will be allowed, with the exception of fish in aquariums.

**Any animal deemed to be potentially harmful to the health or safety of others, including attack or fight trained dogs, will not be allowed.**

Dogs may not exceed 25 pounds or 14 inches in height at the shoulders at full growth. Cats must be declawed and weigh no more than 13 lbs.

Aquariums cannot exceed 20 gallons.

### **1.5 Inoculations**

In order to be registered, pets must be appropriately inoculated against rabies, distemper and other conditions prescribed by state and/or local ordinances. They must comply with all other state and local public health, animal control, and anti-cruelty laws including any licensing requirements. A certification signed by a licensed veterinarian or state or local official shall be annually filed with the Snyder County Housing Authority to attest to the inoculations.

## **1.6 Pet Deposit/Fees**

A pet deposit of **\$250** is required at the time of registering a dog or cat. The deposit is refundable when the pet or the family vacates the unit, less any amounts owed due to damage beyond normal wear and tear.

Any resident who owns or keeps a pet in their apartment must also pay a non-refundable pet fee of \$10.00 per month. (This applies to any new pet admitted after April 1, 2009). The pet fee is to cover the reasonable operating costs to Snyder County Housing Authority attributable to the presence of pets in the development. This monthly fee is due with the monthly rental payment as with rental payments, shall be considered late after the close of business on the 10<sup>th</sup> calendar day of every month. Failure to comply with this provision of the policy will be considered to be a breach of lease and will be handled in the same manner as any other breach of lease.

## **1.7 Financial Obligation of Residents**

Any resident who owns or keeps 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 will be the financial responsibility of the pet owner and the Snyder County Housing Authority reserves the right to exterminate and charge the resident.

## **1.8 Nuisance or Threat to Health or Safety**

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

Repeated substantiated complaints by neighbors or Snyder County Housing Authority personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance may result in the owner having to remove the pet or move him/herself.

Pets who make noise continuously and/or incessantly for a period of 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. This includes disturbances such as barking, howling, biting, scratching, chirping and other such activities.

## **1.9 Designation of Pet areas**

Pets must be kept in the owner's apartment or on a leash at all times when outside the unit (no outdoor cages may be constructed). Pets will be allowed only in designated areas on the grounds of the property if the Snyder County Housing Authority designates a pet area

for the particular site. Pet owners must clean up after their pets and are responsible for disposing of pet waste in sealed plastic bags.

Pets cannot be taken inside other units; only the unit where they are registered.

With the exception of assistive animals no pets shall be allowed on the playground, community room, community room kitchen, public restrooms lobby, hallways or office in any of our sites.

To accommodate residents who have medically certified allergic or phobic reactions to dogs, cats, or other pets, those pets may be barred from certain areas in our development(s)/(building(s)). This shall be implemented based on demand for this service.

## **1.10 MISCELLANEOUS RULES**

Pets may not be left unattended in a dwelling unit for over 8 hours. If the pet is left unattended and no arrangements have been made for its care, the Housing Authority will have the right to enter the premises and take the pet to be boarded at a local animal care facility at the total expense of the resident.

Residents must take appropriate actions to protect their pets from fleas and ticks.

All dogs must wear a tag bearing the resident's name and phone number and the date of the latest rabies inoculation. Dogs must also be licensed in Snyder County. This license must be copied and provided to the Housing Authority office annually. The license must be worn by the pet at all times.

Pets cannot be kept, bred or used for any commercial purpose.

Residents owning cats shall maintain waterproof litter boxes for cat waste. Litter boxes shall be cleaned a minimum of once a week. Refuse from litter boxes shall be placed in a plastic bag, tightly secured and deposited in the owner's trash can. **Cat litter absolutely may not be flushed down the commode.**

A pet owner shall physically control or confine his/her pet during the times when Housing Authority employees, agents of the Housing Authority or others must enter the pet owner's apartment to conduct business, provide services, enforce lease terms, etc.

A pet owner who violates any other conditions of this policy may be required to remove his/her pet from the development within 10 calendar days of written notice from the Housing Authority. The pet owner may also be subject to termination of his/her dwelling lease.

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

### **1.11 Visiting Pets**

The policy remains the same for visiting pets. The Housing Authority does not allow any pets to visit any of the developments at any time. Residents are also not allowed to “babysit” for any pets that **are or are not registered** with the Housing Authority.

### **1.12 REMOVAL OF PETS**

Resident agrees that the Snyder County Housing Authority, or an appropriate community authority, shall have the right to immediately remove any pet if in the Authority’s judgment the pet represents an immediate threat to the health and safety of other residents or other persons in the community; or is being treated in an inhumane manner.

The Resident shall be responsible for arranging for burial or other disposal, off the premises, of pets in the event of the pet’s death.

### **18.13 EMERGENCY PET CARE PLAN**

The designation of a Pet Emergency Caregiver must be part of the application process. In the event of illness or death of pet owner, or in the case of an emergency which would prevent the pet owner from properly caring for the pet, the Snyder County Housing Authority has permission to call the emergency caregiver designated by the resident or the local Pet Law Enforcement Agency to take the pet and care for it until family or friends would claim the pet and assume responsibility for it. Any expenses incurred will be the responsibility of the pet owner.

### **1.14 PET RULE VIOLATION PROCEDURES**

#### **A. Notice of Pet Rule Violation**

If the Housing Authority determines on the basis of objective facts, supported by written statement, that a pet owner has violated a rule governing the keeping of pets, the Housing Authority will serve a notice to the owner of pet rule violation. The notice of pet rule violation will be in writing and will:

1. Contain a brief statement of the factual basis for the determination and the pet rule or Rules alleged to be violated;
2. State that the pet owner has ten (10) days from the effective date of service of the

notice to correct the violation (including, in appropriate circumstance, removal of the pet) or to make a written request for a meeting to discuss the violation in accordance with the posted Grievance Procedures.

This procedure does not apply in cases where the pet in question presents an immediate threat to the health and safety of other individuals or if the pet is being treated in an inhumane manner. In such cases, Section 1.12 will apply.

**B. Notice of Pet Removal**

If the Housing Authority determines that the pet owner has failed to correct the pet rule violation within the time provided in paragraph A.2 above, the housing authority will serve a notice to the pet owner requiring the removal of the pet within ten (10) days of receipt of notice. Failure to remove the pet will result in initiation of the termination of the pet owner's tenancy.

**I (We) have read and understand the above regulations regarding pets and agree to all conditions. Furthermore, I (we) accept full and total responsibility for my (our) pet, and will be responsible for all damages to property, personal injury, and financial obligations resulting from my (our) pet's actions.**

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Snyder County Housing Authority Representative

\_\_\_\_\_  
Date

**SNYDER COUNTY HOUSING AUTHORITY**

**Request for Pet Ownership**

Date \_\_\_\_\_

Resident Name \_\_\_\_\_ Address \_\_\_\_\_

I, \_\_\_\_\_, am requesting approval from Snyder County Housing Authority to own a pet. The type of pet I am considering is described as follows:

(Resident should describe species, breed, mixed breed, potential size (height, weight) etc.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I have read Snyder County Housing Authority's Pet Policy. I have been given the opportunity to ask questions regarding my obligations under the Pet Policy. I understand that the size requirements are as follows:

- Dogs may not exceed 25 pounds or 14 inches in height at the shoulders at full growth.
- Cats must not weigh no more than 13 pounds
- Aquariums cannot exceed 20 gallons
- Only one pet will be allowed per unit with the exception of fish in aquariums.

I am aware of the documentation, costs, standards, sanctions, etc. that are associated with owning a pet under the Pet Policy.

\_\_\_\_\_  
Signature of Head of Household

\_\_\_\_\_  
Date

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For Office Use:

\_\_\_\_\_ The type of pet as described above by this resident is conditionally approved providing all other sections of the Pet Policy are adhered to.

\_\_\_\_\_ The type of pet as described above is not approved.

\_\_\_\_\_  
Manager Signature

\_\_\_\_\_  
Date

**SNYDER COUNTY HOUSING AUTHORITY**  
**Authorization for Pet Ownership Form**  
(This form is to be completed every year)

Pet Owner's Name: \_\_\_\_\_

Pet Owner's Address \_\_\_\_\_

Home telephone: \_\_\_\_\_ Work Telephone: \_\_\_\_\_

Pet's Name: \_\_\_\_\_

Type of Pet:  Dog  Cat  Bird  Fish  Other \_\_\_\_\_

Type or Breed: \_\_\_\_\_

License or ID Number: \_\_\_\_\_

Veterinarian Utilized: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Emergency Caregiver for the Pet

Name \_\_\_\_\_

Address \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Signature of Emergency Caregiver \_\_\_\_\_

**I have received, read, and understand the Policy for Pet Ownership. I and all members of my household promise to fully comply. I understand that failure to comply is a violation of the terms of my Lease and this Policy.**

Signature of Pet Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

Please attach the following to this form:

- \_\_\_\_\_ Color picture of the Pet
- \_\_\_\_\_ Rabies Certification
- \_\_\_\_\_ Copy of License

- \_\_\_\_\_ Veterinarian=s Certificate of Health:
  - \_\_\_\_\_ Pet Spayed or Neutered
  - \_\_\_\_\_ Current Rabies and Distemper Vaccinations
  - \_\_\_\_\_ Other Inoculations
  - \_\_\_\_\_ Weight and Height of Pet
  - \_\_\_\_\_ Name/address/phone no. of Veterinarian