

Chapter 10

PETS

[24 CFR, Subpart C; 24 CFR 960, Subpart G]

INTRODUCTION

This chapter explains the GBHA's policies on the keeping of pets and describes any criteria or standards pertaining to the policies. The rules adopted are reasonably related to the legitimate interest of the GBHA to provide a decent, safe and sanitary living environment for all tenants, and to protect and preserve the physical condition of the property, as well as the financial interest of the GBHA.

The chapter is organized as follows:

Part I: Service Animals and Assistance Animals. This part explains the difference between service animals, assistance animals, and pets, and contains policies related to the designation of a service animal or assistance animal as well as their care and handling.

Part II: Pet policies for all developments. This part includes pet policies that are common to both elderly/disabled developments and general occupancy developments.

Part III: Pet deposits and fees for elderly/disabled developments. This part contains policies for pet deposits and fees that are applicable to elderly/disabled developments.

Part IV: Pet deposits and fees for general occupancy developments. This part contains policies for pet deposits and fees that are applicable to general occupancy developments.

PART I: SERVICE ANIMALS AND ASSISTANCE ANIMALS

[Section 504; Fair Housing Act (42 U.S.C.); 24 CFR 5.303; 24 CFR 960.705; Notice FHEO 2013-01]

10-I.A. OVERVIEW

This part discusses situations under which permission for a service animal or an assistance animal may be denied, and also establishes standards for the care of service and assistance animals.

Notice FHEO 2013-01 was published April 25, 2013. The notice explains the difference between service animals and assistance animals. While the ADA applies to the premises of public housing agencies and to "public accommodations" such as stores and movie theaters, it does not apply to private-market rental housing. Therefore, in public housing the GBHA must evaluate a request for a service animal under both the ADA and the Fair Housing Act. Service animals are limited to trained dogs.

Neither service animals nor assistance animals are pets, and thus, are not subject to the GBHA's pet policies described in Parts II through IV of this chapter [24 CFR 5.303; 960.705; Notice FHEO 2013-01].

10-I.B. APPROVAL OF SERVICE ANIMALS AND ASSISTANCE ANIMALS

Notice FHEO 2013-01 states that the GBHA should first evaluate the request as a service animal under the ADA. The GBHA may only ask whether the dog is a service animal required due to a disability, and what tasks the animal has been trained to perform.

The GBHA cannot required proof of training or certification for a service animal, even if the disability and/or tasks performed are not readily apparent. If the disability and/or tasks performed are not readily apparent, no further inquiries may be made.

The GBHA may only deny a request for a service animal in limited circumstances:

- The animal is out of control and the handler does not take effective action to control it
- The animal is not housebroken or
- The animal poses a direct threat to health or safety that cannot be eliminated or reduced by a reasonable accommodation of other policies

A service animal must be permitted in all areas of the facility where members of the public are allowed.

If the animal does not qualify as a service animal under the ADA, the GBHA must next determine whether the animal would qualify as an assistance animal under the reasonable accommodation provisions of the Fair Housing Act. Such assistance animals may include animals other than dogs.

A person with a disability is not automatically entitled to have an assistance animal. Reasonable accommodation requires that there is a relationship between the person's disability and his or her need for the animal [PH Occ GB, p.179].

The GBHA may not refuse to allow a person with a disability to have an assistance animal merely because the animal does not have formal training. Some, but not all, animals that assist persons with disabilities are professionally trained. Other assistance animals are trained by the owners themselves and, in some cases, no special training is required. The question is whether or not the animal performs the assistance or provides the benefit needed by the person with the disability [PH Occ GB, p. 178].

The GBHA's refusal to permit persons with a disability to use and live with an assistance animal that is needed to assist them, would violate Section 504 of the Rehabilitation Act and the Fair Housing Act unless [PH Occ GB, p.179]:

- There is reliable objective evidence that the animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation
- There is reliable objective evidence that the animal would cause substantial physical damage to the property of others

The GBHA has the authority to regulate service animals and assistance animals under applicable federal, state, and local law [24 CFR 5.303(b)(3); 960.705(b)(3)].

GBHA Policy

For an animal to be excluded from the pet policy and be considered a service animal, it must be a trained dog, and there must be a person with disabilities in the household who requires the dog's services.

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 GBHA must approve a reasonable accommodation in accordance with the policies contained in Chapter 2.

10-I.C. CARE AND HANDLING

HUD regulations do not affect any authority the GBHA may have to regulate service animals and assistance animals under federal, state, and local law [24 CFR 5.303; 24 CFR 960.705].

GBHA Policy

Residents must care for service animals and assistance animals in a manner that complies with state and local laws, including anti-cruelty laws.

Residents must ensure that service animals and assistance animals do not pose a direct threat to the health or safety of others, or cause substantial physical damage to the development, dwelling unit, or property of other residents. The GBHA will require a medical professional to complete a form illustrating the relationship between the person's disability and the person with disabilities need for the animal.

When a resident's care or handling of a service animal or assistance animal violates these policies, the GBHA will consider whether the violation could be reduced or eliminated by a reasonable accommodation. If the GBHA determines that no such accommodation can be made, the GBHA may withdraw the approval of a particular service or assistance animal.

PART II: PET POLICIES FOR ALL DEVELOPMENTS [24 CFR 5, Subpart C; 24 CFR 960, Subpart G]

10-II.A. OVERVIEW

The purpose of a pet policy is to establish clear guidelines for ownership of pets 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. This part contains pet policies that apply to all developments.

10-II.B. MANAGEMENT APPROVAL OF PETS

Registration of Pets

The GBHA may require registration of the pet with the GBHA [24 CFR 960.7070(b)(5)].

GBHA Policy

Pets must be registered with the GBHA before they are brought onto the premises.

Registration includes documentation signed 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. This registration must be renewed annually and will be coordinated with the annual re-examination date.

Pets will not be approved to reside in a unit until completion of the registration requirements.

Refusal to Approve Pets

GBHA Policy

The GBHA will refuse to register a pet if:

The pet is not *a common household pet* as defined in Section 10-II.C. below

Keeping the pet would violate any pet restrictions listed in this policy

The pet owner fails to provide complete pet registration information, or fails to update the registration annually

The applicant has previously been charged with animal cruelty under state or local law; or has been evicted, had to relinquish a pet or been prohibited from future pet ownership due to pet rule violations or a court order

The GBHA 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.

If the GBHA refuses to approve a pet, a written notification will be sent to the pet owner within 10 business days of the GBHA's decision. The notice will state the reason for refusing to register the pet and will inform the family of their right to appeal the decision in accordance with the GBHA's grievance procedures.

Pet Agreement

GBHA Policy

Residents who have been approved to have a pet must enter into a pet agreement with the GBHA, or the approval of the pet will be withdrawn.

The pet agreement is the resident's certification that he or she has received a copy of the GBHA's pet policy and applicable house rules, that he or she has read the policies and/or rules, understands them, and agrees to comply with them.

The resident further certifies by signing the pet agreement that he or she understands that noncompliance with the GBHA's pet policy and applicable house rules may result in the withdrawal of GBHA approval of the pet or termination of tenancy.

10-ILC. STANDARDS FOR PETS [24 CFR 5.318; 960.707(b)]

The GBHA may establish reasonable requirements related to pet ownership including, but not limited to:

- Limitations on the number of animals in a unit, based on unit size
- Prohibitions on types of animals that the GBHA classifies as dangerous, provided that such classifications are consistent with applicable state and local law
- Prohibitions on individual animals, based on certain factors, including the size and weight of the animal
- Requiring pet owners to have their pets spayed or neutered

The GBHA may not require pet owners to have any pet's vocal cords removed.

Definition of "Common Household Pet"

There is no regulatory definition of common household pet for public housing programs, although the regulations for pet ownership in both elderly/disabled and general occupancy developments use the term. The regulations for pet ownership in elderly/disabled developments expressly authorize the GBHA to define the term [24 CFR 5.306(2)].

GBHA Policy

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.

The following animals are not considered common household pets:

Reptiles

Rodents

Insects

Arachnids

Wild animals or feral animals

Pot-bellied pigs

Animals used for commercial breeding

Pet Restrictions

GBHA Policy

The following animals are not permitted:

Any animal whose adult weight will exceed 50 pounds

Dogs of the pit bull, Rottweiler, chow, or boxer breeds

Ferrets or other animals whose natural protective mechanisms pose a risk of serious bites or lacerations

Any animal not permitted under state or local law or code

Number of Pets

GBHA Policy

Residents may own a maximum of 2 pets, only 1 of which may be a dog.

In the case of fish, residents may keep no more than can be maintained in a safe and healthy manner in a tank holding up to 20 gallons. Such a tank or aquarium will be counted as 1 pet. Fish that are of a hostile nature, such as Beta fish, are to be kept in separate tanks and never united.

10-II.D. PET RULES

Pet owners must maintain pets responsibly, in accordance with GBHA policies, and in compliance with applicable state and local public health, animal control, and animal cruelty laws and regulations [24 CFR 5.315' 24 CFR 960.707(a)].

Pet Area Restrictions

GBHA Policy

Pets must be maintained within the resident's unit. When outside of the unit, (within the building or on the grounds) dogs and cats must be kept on a leash or carried. They must be under the control of the resident or other responsible individual at all times.

Pets other than dogs or cats must be kept in a cage or carrier when outside of the unit.

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 are not permitted to exercise pets or permit pets to deposit waste on project premises outside of the areas designated for such purposes.

Designated Pet/No-Pet Areas [24 CFR 5.318(g), PH Occ GB, p.182]

The GBHA may designate buildings, floors of buildings, or sections of buildings as no-pet areas where pets generally may not be permitted. Pet rules may also designate buildings, floors of buildings, or sections of buildings for residency by pet-owning tenants.

The GBHA may direct initial tenant moves as may be necessary to establish pet and no-pet areas. The GBHA may not refuse to admit, or delay admission of, an applicant on the grounds that the applicant's admission would violate a pet or no-pet area. The GBHA may adjust the pet and no-pet areas or may direct such additional moves as may be necessary to accommodate such applicants for tenancy or to meet the changing needs of the existing tenants.

The GBHA may not designate an entire development as a no-pet area, since regulations permit residents to own pets.

GBHA Policy

With the exception of common areas as described in the previous policy, the GBHA has not designated any buildings, floors of buildings, or sections of buildings as no-pet areas. In addition, the GBHA has not designated any buildings, floors of buildings, or sections of buildings for residency of pet-owning tenants.

Cleanliness

GBHA Policy

The pet owner shall be responsible for the removal of waste from the exercise area by placing it in a sealed plastic bag and disposing of it in an appropriate container.

The 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.

Litter box requirements:

Pet owners must promptly dispose of waste from litter boxes and must maintain litter boxes in a sanitary manner.

Litter shall not be disposed of by being flushed through a toilet.

Litter boxes shall be kept inside the resident's dwelling unit.

Alterations to Unit

GBHA Policy

Pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal.

Installation of pet doors is prohibited.

Noise

GBHA Policy

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 is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

Pet Care

GBHA Policy

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 GBHA property.

No person, owner, or custodian shall permit any animal (including fowl) to be at large within the City of Green Bay. Any animal shall be deemed to be at large when it is off the premises owned or leased by its owner or custodian unless crated, penned, or under the control of a person able to control the animal by means of a leash of sufficient strength to control the action of the animal, or such other personal attention as will reasonably control the conduct and actions of the animal [Green Bay City Ordinance 8.06].

Responsible Parties

GBHA Policy

The pet owner will be required to designate at least one 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 resident who cares for another resident's pet must notify the GBHA and sign a statement that they agree to abide by all of the pet rules.

Pets Temporarily on the Premises

GBHA Policy

Pets that are not owned by a tenant are not allowed on the premises without prior approval from management. Residents are prohibited from feeding or harboring stray animals.

This rule does not apply to visiting pet programs sponsored by a humane society or other non-profit organizations, and approved by the GBHA.

Pet Rule Violations

GBHA Policy

All complaints of cruelty and all dog bites will be referred to animal control or an applicable agency for investigation and enforcement.

If a determination is made on objective facts supported by written statements, that a resident/pet owner has violated the pet rules, written notice will be served.

The notice will contain a brief statement of the factual basis for the determination and the pet rule(s) that were violated. The notice will also state:

That the pet owner has 5 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 pet owner is entitled to be accompanied by another person of his or her choice at the meeting

That 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, or to terminate the pet owner's tenancy

Notice for Pet Removal

GBHA Policy

If the pet owner and the GBHA are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by the GBHA, the GBHA will require immediate removal of the pet.

Pet Removal

GBHA Policy

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 pet owner.

If the responsible party is unwilling or unable to care for the pet, or if the GBHA after reasonable efforts cannot contact the responsible party, the GBHA may contact the appropriate state or local agency and request the removal of the pet.

Termination of Tenancy

GBHA Policy

The GBHA 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

Emergencies

GBHA Policy

The GBHA will take all necessary steps to ensure that pets that 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 it is necessary for the GBHA to place the pet in a shelter facility, the cost will be the responsibility of the pet owner.

If the pet is removed as a result of any aggressive act of the pet, the pet will not be allowed back on the premises.

PART III: PET DEPOSITS AND FEES IN ELDERLY/DISABLED DEVELOPMENTS

10-III.A. OVERVIEW

This part describes the GBHA’s policies for pet deposits and fees in elderly, disabled, and mixed population developments. Policies governing deposits and fees in general occupancy developments are described in Part IV.

10-III.B. PET DEPOSITS

Payment of Deposit

The GBHA may require tenants who own or keep pets in their units to pay a refundable pet deposit. This deposit is an addition to any other financial obligation generally imposed on tenants of the project [24 CFR 5.318(d)(1)].

The maximum amount of pet deposit that may be charged by the GBHA on a per dwelling unit basis, is the higher of the total tenant payment (TTP) or such reasonable fixed amount as the GBHA may require. The GBHA may permit gradual accumulation of the pet deposit by the owner [24 CFR 5.318(d)(3)].

The pet deposit is not part of the rent payable by the resident [24 CFR 5.318(d)(5)].

GBHA Policy

Pet owners are required to pay a pet deposit in addition to any other required deposits. The amount of the deposit is \$150.00 for birds and fish and \$250.00 per dog or cat, and must be paid in full before the pet is brought on the premises, unless otherwise permitted.

The \$150.00 pet deposit for birds and fish is considered “per cage” or “per aquarium tank”.

Refund of Deposit [24 CFR 5.318(d)(1)]

The GBHA may use the pet deposit only to pay reasonable expenses directly attributable to the presence of the pet, including (but not limited to) the costs of repairs and replacements to, and fumigation of, the tenant’s dwelling unit. The GBHA must refund the unused portion of the pet deposit to the tenant within a reasonable time after the tenant moves from the project or no longer owns or keeps a pet in the unit.

GBHA Policy

The GBHA will refund the pet deposit to the resident, less the costs of any damages caused by the pet to the dwelling unit, within 30 days of move-out or removal of the pet from the unit.

The resident will be billed for any amount that exceeds the pet deposit.

The GBHA will provide the resident with a written list of any charges against the pet deposit within 10 business days of the move-out inspection. If the resident disagrees with the amount charged to the pet deposit, the GBHA will provide a meeting to discuss the charges.

10-III.C. OTHER CHARGES

Pet-Related Damages During Occupancy

GBHA Policy

All reasonable expenses incurred by the GBHA 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 repairs and replacements to the resident’s dwelling unit

Fumigation of the dwelling unit

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.

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

Pet Waste Removal Charge

The regulations do not address the GBHA’s ability to impose charges for house pet rule violations. However, charges for violation of GBHA pet rules may be treated like charges for other violations of the lease and GBHA tenancy rules.

GBHA Policy

Per Green Bay City ordinance, no person who possesses an animal shall permit such animal to defecate upon any property other than that of its owner or custodian unless the custodian immediately thereafter cleans up and removes such animal excreta from such property [Green Bay City ordinance 8.04(5)]. Furthermore, no person possessing an animal shall permit more than

24 hours accumulation of such animal's manure to remain on property under the possessor's control [Green Bay City ordinance 8.04(6)].

A separate pet waste removal charge beginning at a minimum of \$25.00 per occurrence will be assessed against pet owners who fail 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, the GBHA may not take action for nonpayment of the charge until the conclusion of the grievance process.

Charges for pet waste removal are not part of rent payable by the resident.

PART IV: PET DEPOSITS AND FEES IN GENERAL OCCUPANCY DEVELOPMENTS

10-IV.A. OVERVIEW

This part describes the GBHA's policies for pet deposits and fees for those who reside in general occupancy developments.

10-IV.B. PET DEPOSITS

The GBHA may require a refundable pet deposit to cover additional costs attributable to the pet and not otherwise covered [24 CFR 960.707(b)(1)].

If the GBHA requires a resident to pay a pet deposit, the deposit must be placed in an account of the type required under applicable State or local law for pet deposits, or if there are no such requirements, for rental security deposits, if applicable. The GBHA must comply with such laws as to retention of the deposit, interest, and return of the deposit to the resident, and any other applicable requirements [24 CFR 960.707(d)].

Payment of Deposit

GBHA Policy

Pet owners are required to pay a pet deposit in addition to any other required deposits. The amount of the deposit is \$150.00 for birds and fish and \$250.00 per dog or cat, and must be paid in full before the pet is brought on the premises, unless otherwise permitted.

The \$150.00 pet deposit for birds and fish is considered "per cage" or "per aquarium tank".

Refund of Deposit

GBHA Policy

The GBHA will refund the pet deposit to the resident, less the costs of any damages caused by the pet to the dwelling unit, within 21 days of move-out or removal of the pet from the unit.

The resident will be billed for any amount that exceeds the pet deposit.

The GBHA will provide the resident with a written list of any charges against the pet deposit within 21 business days of the move-out inspection. If the resident disagrees with the amount charged to the pet deposit, the GBHA will provide a meeting to discuss the charges.

10-IV.C. NON-REFUNDABLE NOMINAL PET FEE

The GBHA may require payment of a non-refundable nominal pet fee to cover the reasonable operating costs to the development relating to the presence of pets [24 CFR 960.707(b)(1)].

GBHA Policy

The GBHA does require pet owners to pay a non-refundable nominal pet fee:

- \$50.00 per month for all birds, cats, and dogs
- \$10.00 per month for all aquarium tanks holding 11-20 gallons of water
- \$5.00 per month for all aquarium tanks holding 10 gallons of water or less

10-IV.D. OTHER CHANGES

Pet-Related Damages During Occupancy

GBHA Policy

All reasonable expenses incurred by the GBHA 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 repairs and replacements to the resident's dwelling unit
- Fumigation of the dwelling unit
- 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.

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

Pet Waste Removal Charge

The regulations do not address the GBHA's ability to impose charges for house pet rule violations. However, charges for violation of GBHA's pet rules may be treated like charges for other violations of the lease and GBHA tenancy rules.

GBHA Policy

A separate pet waste removal charge beginning at a minimum of \$25.00 per occurrence will be assessed against pet owners who fail to remove pet waste in accordance with this policy.

If the GBHA is cited and charged due to the pet owner's inability to remove pet waste in a timely and thorough manner, the resident of the property at which the citation occurred will be assessed in the amount of the original charge.

Such charges will be due and payable 14 calendar days after billing.

Charges for pet waste removal are not part of rent payable by the resident.