

HOUSING AUTHORITY OF THE CITY OF EASTMAN

PET POLICY ACOP Section 18

Adopted Board Action July 18, 2000
Revised Board Action March 16, 2009
Revised Board Action January 15, 2013

18.0 PET POLICY

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The Eastman Housing Authority policy governing pet ownership in family units and in buildings and units designed for elderly and disable individuals and families, as adopted by the Board of Commissioners, is incorporated herein.

Per the requirements of Section 526 of the Quality Housing and Work Responsibility Act of 1998, “a resident of a dwelling unit in public housing may own one (1) or more common household pets or have one (1) or more common household pets present in the dwelling unit of such resident, subject to the reasonable requirements of the public housing agency, if the resident maintains each pet responsibly and in accordance with applicable state and local public health, animal control and animal anti-cruelty laws and regulations and with the following policies.”

18.1 APPLICATION FOR PET PERMIT

The Eastman Housing Authority allows for pet ownership in its developments with the written pre-approval of the Housing Authority. Residents must request approval on the Authorization for Pet Ownership Form that must be fully completed before the EHA will approve the request. Residents are responsible for any damage caused by their pets, including the cost of fumigating or cleaning their units. In exchange for this right, resident assumes full responsibility and liability for the pet and agrees to hold the Eastman Housing Authority harmless from any claims caused by an action or inaction of the pet. Prior to housing any pet on the premises, the resident shall apply for a pet permit which shall be accompanied by the following:

- 1.1 A certificate signed by a licensed Veterinarian or State or local Authority empowered to inoculate animals (or a designated agent of such authority) stating the pet has received all inoculations required by state and local law; and
- 1.2 Evidence by a licensed Veterinarian must verify the fact that the pet (dogs and cats) has been spayed or neutered. The spayed or neutered must accomplished before six (6) months old; and
- 1.3 A signed statement indicating that the resident has read the pet policy and pet rules and agrees to comply with them, and
- 1.4 Evidence of payment of a \$150.00 nonrefundable pet fee. This nonrefundable pet fee must be paid in addition to EHA’s standard security deposit; and
- 1.5 Current picture of dog or cat, provided by Resident. Pet must accompany Resident for verification at the time Resident provides picture; and
- 1.6 Residents must identify an alternate custodian for pets in the event of resident illness or other absence from the dwelling unit. This identification of an alternate custodian must occur prior to the Housing Authority issuing a pet registration permit and must be kept current. Custodian must state in writing to EHA that they are willing to be the pet care giver. EHA must have custodian’s name, address and phone number.



18.2 PET FEE

Residents who own or keep a pet in their dwelling unit must pay a non-refundable pet fee. This fee is in addition to any other financial obligation generally imposed on residents of the development. The pet fee shall be \$150.00. The EHA reserves the right to change or increase the required deposit by amendment to this policy. The pet deposit may be paid in full or the resident may make payments on the pet deposit so long as \$50.00 has been put down toward the deposit and the resident must make monthly payments of \$50.00 per month until the maximum deposit is reached. The deposit's must be paid at the time permission is granted by the EHA to have a pet in the unit.

Residents who own or keep 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 Eastman Housing Authority reserves the right to exterminate and charge the resident.

18.3 RULES FOR PETS IN PUBLIC HOUSING

All residents with pets permitted to be kept under this policy shall comply with the following rules:

- 3.1 Permitted pets are domesticated dogs, cats, birds in cages, fish aquariums, hamsters, guinea pigs and gerbils. All other animals not listed are specifically excluded.
- 3.2 Birds, hamsters, guinea pigs, and gerbils are considered caged animals and must be kept in a cage.
- 3.3 The weight of the dog or cat may not exceed thirty (30) pounds (adult size) and the height of the dog or cat may not exceed fifteen (15) inches at the shoulder (adult size).
- 3.4 A maximum total of two (2) pets are allowed; however combinations of two (2) dogs, two (2) cats or a dog and a cat are not allowed. Examples of acceptable combinations include, but are not limited to: two (2) caged animals, two (2) aquariums, one (1) caged animal and one (1) aquarium, one (1) caged animal and a dog, one (1) caged animal and a cat, one (1) aquarium and a dog, and one aquarium and a cat.
- 3.5 Residents must show proof of animal rabies and distemper booster inoculations required by state or local law for dogs or cats. All dogs must wear a tag bearing the resident's name and phone number and the date of the latest rabies inoculation,
- 3.6 Vicious and/or intimidating dogs will not be allowed, including, but not limited to such breeds as Dobermans, German Shepherds, Chows, Pit Bulls, Rockweilers, etc.
- 3.7 All dogs and cats must be spayed or neutered, as applicable.
- 3.8 Dogs and cats shall remain inside the resident's unit. No animal shall be permitted to be loose in hallways, lobby areas, laundromats, community rooms, yards or other common areas of the facility.
- 3.9 When taken outside the unit, dogs and cats must be kept on a leash, controlled by an adult at all times.
- 3.10 Birds, hamsters, guinea pigs and gerbils must be confined to a cage at all times. Fish must be confined to an aquarium not to exceed 15 gallons in size.
- 3.11 Residents shall not permit their pet to disturb, interfere, or diminish the peaceful enjoyment of other residents. The terms "disturb, interfere or diminish" shall include but not be limited to barking, howling, chirping, biting, scratching and other like activities.
- 3.12 Residents must provide waterproof litter box for cat waste, which must be kept in the dwelling unit. Residents shall not permit refuse from litter boxes to accumulate nor to become unsightly or unsanitary. Litter shall be disposed of in an appropriate manner.



- 3.13 Residents are solely responsible for cleaning up pet droppings, if any, outside the unit and on facility grounds. Droppings must be disposed of by being placed in a sack and then placed in a refuse container outside the building.
- 3.14 Residents shall take adequate precautions and measures necessary to eliminate pet odors within or around the unit and shall maintain the unit in a sanitary condition at all times.
- 3.15 If pets are left unattended for a period of twenty-four (24) hours or more, EHA may enter the dwelling unit, remove the pet and transfer it to the designated custodian or if unavailable, to the proper authorities, subject to the provision of state law and pertinent local ordinances. EHA accepts no responsibility for the animal under such circumstances.
- 3.16 Residents shall not alter their unit, patio or grounds area in order to create an enclosure for any pet.
- 3.17 Residents are responsible for all damages caused by their pets, including the cost of cleaning of floors and/or fumigation of units.
- 3.18 Residents are prohibited from feeding or harboring stray animals. The feeding of any stray animals shall constitute having a pet without written permission of EHA.
- 3.19 At recertifications, residents must update pet registration information and identify alternate custodian for pets in the event of resident illness or other absence from the dwelling unit. The identification of an alternate custodian must occur prior to EHA issuing a pet registration permit and then must be kept current.
- 3.20 Visitors are not allowed to bring pets and the residents shall not engage in “pet sitting.”
- 3.21 No animals shall be chained or tied up to any man-made fixture, tree or shrubbery on the outside or left unattended. No dog houses, animal runs, etc., will be permitted.
- 3.22 These rules may be amended from time to time, as necessary, by EHA and such amendments shall be binding on the residents upon notice thereof.
- 3.23 The head of household or designated family member must be present and 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.
- 3.24 Any animal deemed to be potentially harmful to the health or safety of others, including attack or fight trained dogs, will not be allowed.

18.4 EXCLUSIONS

The pet deposit will be waived for animals that assist persons with disabilities. 24 CFR 942.2 excludes animals that assist the handicapped from this pet policy. This exclusion applies to animals that reside in developments for the elderly, handicapped and families, as well as animals that visit these developments. The EHA may not enforce or apply any pet rules against individuals with animals that are used to assist the handicapped. Nothing in 24 CR 942.2: 1. Limits or impairs the rights of handicapped individuals, 2. Authorizes the EHA to limit or impair the right of handicapped individuals, or 3. Affects any authority the EHA may have to regulate animals that assist the handicapped, under Federal, State, or local law.

To be excluded from the pet policy, the head of household must certify the following:

- A). That the animal has been trained to assist with a specified disability, and
- B). That the animal actually assists the person with the disability.



18.5 Exclusion for assistance animals

- A. This pet policy clarifies that an “assistance animal” is an animal that is needed as a reasonable accommodation for persons with disabilities and is not subject to EHA’s pet policy. This pet policy defines an “assistance animal” as an animal that is needed as a reasonable accommodation for persons with disabilities. Assistance animals are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability; or animals that provide emotional support that alleviate one or more identified symptoms or effects of a person’s disability.
- B. No pet policy shall not contain, height, weight and breed restrictions for assistance/service animals, nor should the pet policy contain any requirements for “pet deposit,” liability insurance and/or certification of training for assistance animals.

18.6 Conflicts with state or local law or regulations

If there is any applicable state or local law or regulation that conflicts with any portion of the above pet policy, the State or local law or regulation shall apply.

Notice: Any damage to the dwelling unit or grounds there about that is caused by the possession of any pet by a resident or guest of a resident will be immediately repaired and the cost of such repairs billed to the resident. Repeated violations of this kind will be considered serious violations of the terms and conditions of the lease agreement.

18.7 **PET POLICY RULE VIOLATIONS**

Residents who violate any of these rules of this Pet Policy shall constitute grounds for:

- 4.1 Being required to remove the pet from the Resident’s unit within fourteen (14) days of written notice by EHA; and/or
- 4.2 Termination of the Resident’s tenancy.

18.8 **REVOCAION OF PET PERMITS**

The privilege of maintaining a pet in a facility owned and/or operated by EHA shall be subject to the rules set forth above. This privilege may be revoked at any time, subject to EHA’s Hearing Procedures, if the animal becomes destructive, creates a nuisance, represents a threat to the safety, health and security of other residents, or creates a problem in the area of cleanliness and sanitation.

18.9 **BREACH OF LEASE**

A breach of any of the foregoing rules constitutes a breach of the resident’s lease and can result in not only the revocation of the privilege of keeping a pet, but may result in any of the sanctions set forth in the resident’s lease for breach thereof, including forfeiture of further leasehold rights and terminations of the lease. **Further, the resident is subject to the Animal Control Act, Section 351 et. seq. of Chapter 8 of the Illinois Revised Statutes.** The election of a remedy by EHA for a resident’s breach of the forgoing rules is not exclusive and EHA may thereafter pursue any of the various remedies set forth in the lease as EHA may, in its discretion, decide.

