

HOUSING AUTHORITY OF THE CITY OF LUMBERTON

Lumberton, North Carolina

PET OWNERSHIP POLICY

Adopted by PHA Board of Commissioners

Resolution No.: _____

Date of Adoption: _____

Effective Date of Implementation: _____

Authorized Use by the Housing Authority of the City of Lumberton

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PET OWNERSHIP POLICY

OVERVIEW

The Quality Housing and Work Responsibility Act of 1998 (Housing Reform Act of 1998) added Section 31, Pet Ownership in Public Housing, to the United States Housing Act of 1937. Section 31 establishes pet ownership requirements for residents of public housing other than public housing developments for the elderly or persons with disabilities.

This Pet Ownership Policy (Policy) establishes the rules and conditions under which a pet may be kept in the Housing Authority of the City of Lumberton (hereinafter referred as PHA) developments in order to provide a safe, decent, and sanitary living environment for existing residents, PHA employees, and the public, and to preserve the physical condition of the PHA property.

For the purposes of this Policy, the term "resident" applies to the pet owner of the approved pet.

A. Reasonable Accommodations

Assistance/service animals are animals that assist, support, or provide service to persons with disabilities, as defined under the Americans with Disabilities Act (ADA), Fair Housing Act, and Section 504 of the Rehabilitation Act of 1973 (Section 504). This Pet Ownership Policy does not apply to assistance/service animals. Owners of assistance/service animals must comply with the Assistance and Service Animal Policy.

B. Changes in Laws and Regulations

In the event an applicable law or regulation is modified or eliminated, or a new law or regulation is adopted, the revised law or regulation shall, to the extent inconsistent with this Policy, automatically supersede this Policy.

The PHA will revise this Policy periodically as approved by the PHA Board of Commissioners

PET OWNERSHIP RULES

A. PHA Approval of Pets

All pets must be registered and approved by the PHA prior to the pet being brought onto PHA property.

1. The resident must update the pet's registration with the PHA annually. The pet registration must include:
 - a. A certificate signed by a licensed veterinarian or a state or local authority stating that the pet has received all inoculations required by applicable State and local law and proof of spay/neuter is required,
 - b. A photograph of the pet (to identify the pet as a common household pet), and
 - c. The name, address, and phone number of one or more responsible persons who will care for the pet if the resident dies, is away from the unit for more than twenty-four (24) hours, is incapacitated, or is otherwise unable to care for the pet.
2. Pets of visiting guests are prohibited from PHA property, with the exception of an assistance animal to assist a visitor with disabilities.
3. The PHA may refuse to register a pet if:
 - a. The pet is not a common household pet,
 - b. Keeping of the pet would violate applicable PHA Pet Rules,
 - c. The resident fails to provide complete pet registration information or fails to update the pet registration annually, or
 - d. The PHA reasonably determines, based on the resident's habits and practices, that he/she will be unable to keep the pet in compliance with the PHA Pet Rules and other Dwelling Lease Obligations. The PHA may consider the pet's temperament as a factor in this determination.
4. If the PHA refuses to register a pet, the PHA will notify the resident, stating the PHA's basis for the refusal, by sending a letter by first-class mail or by serving a copy of the notice to any adult answering the door at the tenant's leased dwelling unit. If no adult responds, the PHA will place the notice under or through the door, if possible, or will attaching it to the door.

B. Common Household Pets

All residents are permitted to own common domesticated household pets, such as a dog, cat, bird, rodent (including a rabbit, guinea pig, hamster, or gerbil), fish in aquariums, and small turtles kept in a terrarium.

C. Prohibited Pets

The following are NOT common household pets and are prohibited from pet ownership on PHA property: Reptiles of any kind, animals whose climatological needs cannot be met in the unaltered environment of the individual dwelling unit, ferrets, rats, mice, wild animals, feral animals, any other animals that are unamenable to routine human handling, species commonly used on farms, birds of prey, dangerous fish, snakes, spiders, insects, any poisonous animals of any kind, non-human primates, pot-bellied pigs, exotic animals, animals identified in State or local law or ordinance as dangerous or vicious, and any other animal prohibited by State or local law to be kept as a pet by any resident. Any dogs of the pit bull, rottweiler, chow, or boxer breeds are prohibited.

D. Number and Size of Pets

The PHA shall limit the number of pets as follows:

1. The resident shall be permitted to have a common household pet.
 - a. The animal's weight shall not exceed thirty (30) pounds at full growth.
2. Each household shall have only one pet (except fish).
 - a. The limit for fish is one (1) aquarium no larger than twenty-five (25) gallons.
3. Such limitations do not apply to an assistance animal used to provide assistance, support, perform tasks, or provide service for persons with disabilities.

E. Identification of the Pet

If the pet is a dog or cat, the PHA shall furnish to the resident a pet sticker which must be displayed on the front entrance door of the dwelling unit.

1. The resident shall provide the PHA a color photograph of the pet(s) at the initial registration of the pet and at each annual reexamination.
2. All dogs and cats shall wear a collar at all times. Attached to the collar shall be an ID tag listing the resident's name and address.

F. Refundable Pet Deposit

The PHA requires residents who own or keep pets in their unit to pay a refundable pet deposit.

1. Residents who have a dog or cat as a pet, shall pay a refundable pet deposit of \$250.00.
2. The refundable deposit will be used, if appropriate, to repair damages directly attributable to the presence of the pet.
 - a. Such expenses would include, but not be limited to, the cost of repairs and replacement to the dwelling unit, fumigation of the dwelling unit, and the cost of animal care facilities.
 - b. The PHA will return the unused portion of a pet deposit to the resident within a reasonable time after the resident moves from the property or no longer owns or keeps the household pet in the unit.
3. The pet deposit is not part of the rent payable by the resident and is in addition to any other financial obligation generally imposed on residents of the development where the resident lives.
4. If the cost of the repairs exceeds the pet deposit, the resident will be responsible for paying the balance to the PHA.
5. Should state or local law require the pet deposit be placed in an interest-bearing account, the PHA will provide for such deposit and will account for all interest to the resident.
6. Should state or local law not specifically address the issue of pet deposit interest, the PHA shall determine payment or non-payment of interest based on state or local law with respect to rental security deposit requirements.

G. Non-Refundable Pet Fee

The PHA will require payment of a non-refundable nominal fee to cover reasonable operating costs to the development relating to the presence of the pet.

Residents will be charged a non-refundable pet fee of \$250.00 for dogs or cats.

H. Financial Responsibility for the Pet

The resident agrees to assume all personal financial responsibility for damages to any personal or PHA property caused by the pet and assumes personal responsibility for personal injury to any party caused by the pet.

I. Housing and Control of the Pets

The resident will be fully responsible for the care and supervision of the pet. The pet shall be housed inside of the dwelling unit.

1. The resident shall keep a cat or a dog on a leash and shall control the animal when outside of the dwelling unit for any purpose.
2. No resident shall allow his or her pet to be unleashed or run-at-large when outside the dwelling unit.
3. Bird(s) shall be confined to a cage at all times and not be allowed to fly in the dwelling unit.
4. No pet shall be tethered or chained outside or inside the dwelling unit.
5. No pet shall be permitted in any common area, including lobbies, community rooms, or laundry areas, except as necessary to directly enter and exit the building. This restriction is not applicable to assistance animals.
6. No pet (other than birds, turtles, or fish) shall be permitted to remain in the dwelling unit overnight while the resident is away.
7. No resident shall keep a pet in violation of state or local health or humane laws or ordinances. Any failure of these pet ownership rules to contain other applicable state or local law, or ordinances does not relieve the resident of the responsibility for complying with such requirements.
8. All residents are prohibited from housing or caring for stray animals or birds. Such action shall constitute the resident having a pet without permission of the PHA. If the resident violates this provision, the PHA will take all appropriate lease enforcement actions up to and including termination of the resident's dwelling lease as a result of Policy violations. Grievance procedures that apply to other termination and eviction actions shall apply to violations of this Policy.

J. Animals Visiting the Premises

1. An animal may visit a resident in their dwelling unit if:
 - a. The animal is an assistance animal of a person with disabilities who is a guest or visitor of the resident;
 - b. The assistance animal is registered and approved in advance by the PHA;
 - c. The assistance animal is up to date on its inoculations; and
 - d. The visiting assistance animal is kept inside the resident's dwelling unit.

2. If the resident violates the visiting animal provision in this section, the action shall constitute having a pet without permission of the PHA and may result in termination of the lease.
3. Grievance procedures that apply to other termination and eviction actions shall apply to violations of this provision.

K. Feeding of the Pet

All pets shall be fed inside the dwelling unit.

1. The resident is prohibited from feeding the pet on the porch, sidewalk, patio, or any area outside the dwelling unit.
2. All residents are prohibited from feeding any stray animals. Such action shall constitute the resident having a pet without permission of the PHA.
3. If the resident violates this provision, the PHA will take all appropriate lease enforcement actions up to and including termination of the resident's dwelling lease as a result of Policy violations.
4. Grievance procedures that apply to other termination and eviction actions shall apply to violations of this Policy.

L. Hygiene and Health of the Pet

The PHA requires the resident to adhere to a standards of pet care as listed below:

1. The resident is required to take their pet to a licensed veterinarian at least once per year and provide verification to the PHA.
2. Pets are required to have the proper inoculations, including rabies vaccinations, as required by state and local law. The resident must show the PHA proof of rabies and distemper booster inoculations annually at reexamination.
3. The resident shall take the precautions and measures necessary to eliminate pet odors within and around the dwelling unit and shall maintain the dwelling unit in a sanitary condition at all times.
4. The resident is required to take whatever action necessary to ensure their pet does not bring fleas or ticks into the dwelling unit. This action may include but is not limited to, the use of flea collars and flea powder. The resident is responsible for the cost of flea and/or tick extermination.

5. If the pet's health is threatened because of the resident's inability to care for it due to illness, absence from the unit, or mistreatment of the pet, the PHA will notify the alternative custodian for the pet listed in the Pet Ownership Policy Addendum. If the resident is either unwilling or unable to care for the pet, or if the PHA is unable to contact the alternative custodian for the pet, the PHA will notify state or local authorities and/or local animal control.
6. The resident shall be responsible for arranging for the burial or other disposal, off PHA property, of the pet in the event of its death.

M. Disposal of Pet Waste

Residents are required to dispose of the waste of the assistance or service animal in designated areas. Residents are prohibited from allowing pets to deposit waste in areas outside designated waste deposit areas or litter boxes. Residents are required to take pets elsewhere to deposit waste if there are no areas on PHA-property designated for such purposes.

1. The resident is required to immediately remove the pet's waste by placing the waste in a sealed plastic bag and disposing the waste in a trash container. The resident shall not:
 - a. Flush the waste of the pet in the dwelling unit toilet.
 - b. Dispose the waste of the pet in any dwelling unit sink or plumbing.
 - c. Dispose the waste of the pet outside any door, on the balcony, or patio of the dwelling unit.
 - d. Dispose or place the waste of the pet in any PHA facility, such as the common area or laundry room.
 - e. The resident shall not permit the waste to accumulate, become unsanitary, or unsightly.
2. Litter Box Usage: If the pet uses a litter box, the litter box must be stored inside the dwelling unit and cleaned at least every two (2) days. The resident shall place refuse of the litter box in a sealed plastic bag and dispose it in a trash container. The resident shall not:
 - a. Flush the contents of the litter box in the dwelling unit toilet.
 - b. Dispose the contents of the litter box in any dwelling unit sink or plumbing.
 - c. Dispose the contents of the litter box outside any door, on the balcony, or patio of the dwelling unit.
 - d. Place the litter box or the contents of the litter box outside any door, on the balcony, or patio of the dwelling unit.
 - e. Dispose or place the litter box or the contents of the litter box in any PHA facility, such as the common area or laundry room.

- f. The resident shall not permit refuse from the litter box to accumulate, become unsanitary, or unsightly.
3. The resident shall be required to dispose the sealed waste or sealed contents of the litter box in the trash container as per the trash collection policies of the PHA. The resident shall not allow the contents of the trash container to accumulate, become unsanitary, or unsightly.
4. Waste removal charges. The resident may incur a separate waste removal charge of \$25 per occurrence for failure to comply with the pet waste removal policies.

Note: The provisions of disposal of pet waste will also apply to any assistance animal of the resident.

Repeated failure to adhere or violations of the disposal of the pet's waste shall constitute a violation of this Policy and principal violation of the Dwelling Lease. If the resident violates this provision, the PHA will take all appropriate lease enforcement actions up to and including termination of the resident's dwelling lease as a result of this Policy violation. Grievance procedures that apply to other termination and eviction actions shall apply to violations of this Policy.

N. Breeding of the Pet

Residents who have a dog or cat as a pet, shall have the animal spayed or neutered and shall pay the cost thereof. A veterinarian shall verify that the spaying or neutering has been accomplished.

No resident shall keep, raise, train, breed, or maintain any pet of any kind at any PHA property, including inside or outside the dwelling unit, for any commercial or illegal purpose.

O. Nuisance

The resident is solely responsible for the conduct of their pet.

1. No resident shall permit the pet to disturb, interfere, or diminish the peaceful enjoyment of his/her neighbors or other residents.
2. The terms "disturb, interfere, or diminish" shall include, but not be limited to, barking, howling, biting, scratching, chirping, running-at-large, and other activities of a disturbing nature.
3. The PHA is prohibited from requiring the resident to have any pet's vocal cords removed.
4. The resident shall not allow any pet to dig, destroy, or damage any shrubbery, plants, flowers, grass, lawn, fence, or anything else on PHA-property.

5. If the pet continues to cause a nuisance after receiving notification from the PHA, the PHA may request the resident not to bring the pet into certain areas or to remove it from the property.
6. If the resident declines, delays, or refuses to remove the pet from PHA-property after receiving a written notification, the PHA shall take such actions as deemed necessary to have the pet removed from PHA-property (see paragraph U of this section). Such action is subject to the grievance process.
7. In all cases, reasonable accommodations will be considered

P. Threat to Health or Safety

The PHA at its discretion shall determine what behaviors are considered dangerous.

1. No resident shall keep a vicious or intimidating pet on the premises.
2. Any animal identified in or banned by state or local law or ordinance will be prohibited.
3. If the resident declines, delays, or refuses to remove the pet from PHA property, after receiving notification from the PHA to remove the pet to safeguard the health and welfare of their residents, PHA staff and/or contractors, the PHA shall take such actions as deemed necessary to have the pet removed from PHA property (see paragraph U of this section). Such action is subject to the grievance process.
4. Any pet that attacks, without provocation, any resident, guest, visitor, PHA staff member, PHA contractor, persons doing business with the PHA, any other person, or domestic animal shall be immediately removed from PHA property without prior written notice to the resident. Attack shall mean violent or aggressive physical contact with a person or domestic animal.
5. Any pet that behaves in a violent or aggressive manner, that poses an imminent threat of physical injury, confines the movement of, including but not limited to chasing, cornering or encircling a person or domestic animal, shall be immediately removed from PHA property without prior written notice to the resident.
6. If the resident refuses to remove the pet the PHA may terminate the resident's assistance. Such action is subject to the grievance process.

Q. Alterations of the Dwelling Unit

The resident shall not alter the dwelling unit or surrounding PHA-property to create a space, hole, container, or enclosure for any pet. The resident may not alter the patio or common areas to accommodate the pet. Installation of pet doors are prohibited.

R. Inspection, Maintenance, and Work Orders

Entry to the dwelling unit will be performed during reasonable hours, after proper notice has been given to the resident, except in an emergency situation.

1. The resident or a responsible family member must be present and available to secure the pet, remove the pet, or physically control the pet during times that PHA staff (including PHA maintenance staff) or agents of the PHA are in the dwelling unit performing annual inspections, requested or preventative maintenance inspections, routine work orders or maintenance, housekeeping inspections, pest control, landscaping, or other at other times identified in the dwelling lease.
2. Non-emergency work orders will be completed only if the resident or responsible family member is present and available to physically control and secure the pet, or when the pet has been caged, or when the pet has been removed from the dwelling unit.
3. In emergency situations, entry will be made immediately. The PHA will provide a notice and the reason why the emergency entry was made.
4. The PHA will not be responsible for any animal, including the pet, which gets out of the dwelling unit when PHA staff (including PHA maintenance staff) or agents enters the dwelling unit for the purpose of performing any inspection or maintenance duties.

S. Alternative Custodian for the Pet

Each resident shall identify an alternate custodian for the care of the pet.

1. Verification will be obtained by the PHA from the named alternate custodian of their willingness to care for the animal.
2. If the resident is ill, absent from the dwelling unit, unable to care for the pet, or has died, the alternate custodian shall assume responsibility for the care and keeping of the pet, including, if necessary, the removal of the pet from PHA property.

T. PHA Removal of the Pet

The resident agrees that the PHA or local animal control shall have the right to remove any pet should the pet become vicious, display symptoms or severe illness, or demonstrate other behavior that constitutes an immediate threat to the health or safety of the tenancy as a whole.

1. If the PHA requests that the resident remove the pet and the resident refuses to do so, or if the resident fails to take no effective action to control the pet's behavior so that the threat is mitigated or eliminated, the PHA shall have the right to remove the pet from the premises.

2. If PHA is unable to contact the resident to make the request, the PHA may take such actions as deemed necessary, e.g. placing the pet in an animal care facility that will provide the pet with care and shelter at the expense of the resident for a period not to exceed thirty (30) days.
3. PHA staff shall enter a dwelling unit where the pet has been left untended for twenty-four (24) hours, remove the pet and transfer it to the proper local authorities, subject to any provisions of state or local law or ordinances in this regard. The PHA shall accept no responsibility for the pet under such circumstances.

U. Conflict with State or Local Law

The Pet Ownership Rules adopted by the PHA shall not conflict with applicable state or local law or regulations. If such conflict occurs, the state and local law or regulation shall rule.

PET VIOLATION PROCEDURES

The resident agrees to comply with all the Pet Ownership Rules and Pet Violation Procedures below:

A. Notice of Pet Rule Violation

If the PHA determines on the basis of objective facts, supported by written statements, that the resident has violated a rule governing the keeping of pets, the PHA will serve a written notice to the resident of the rule violation. This will be accomplished by first-class mail or by serving a copy of the notice on any adult answering the door at the resident's leased dwelling unit. If no adult responds, the PHA will place the notice under or through the door or attach the notice to the door.

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 resident has ten (10) calendar days from the effective date the notice was served to correct the violation (including in appropriate circumstances, removal of the pet) or to make a written request for a meeting to discuss the violation;
3. State that the resident is entitled to be accompanied by another person of his or her choice at the meeting; and
4. State that the resident's failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in initiation of procedures to have the pet removed, to terminate the resident's dwelling lease, or both.

B. Pet Rule Violation Meeting

If the resident makes a request, within ten (10) calendar days of the notice of pet rule violation, for a meeting to discuss the alleged violation, the PHA will establish a mutually agreeable time and place for the meeting within fifteen (15) calendar days from the effective date of service of the notice of pet rule violation.

At the pet rule violation meeting, the resident and PHA shall discuss any alleged pet rule violation and attempt to correct it. The PHA, may as a result of the meeting, give the resident additional time to correct the violation.

C. Notice for Pet Removal

If the PHA determines that the resident has failed to correct the pet rule violation within the time permitted in this section (including any additional time permitted by the PHA), or if the parties are unable to resolve the problem, the PHA may serve a written notice to the resident requiring the resident to remove the pet. This will be accomplished by first-class mail, or by serving a copy of the notice on any adult answering the door at the resident's leased dwelling unit. If no adult responds, the PHA will place the notice under or through the door or attach the notice to the door. The PHA may also serve the written notice at the meeting. The notice will be in writing and will:

1. Contain a brief statement of the factual basis for the determination and the pet rule or rules that have been violated;
2. State that the resident must remove the pet within ten (10) calendar days of the effective date of the notice of pet removal (or the meeting, if notice is served at the meeting); and
3. State that failure to remove the pet may result in initiation of procedures to have the pet removed, to terminate the resident's dwelling lease, or both.

The procedures do not apply in cases where the pet in question presents an immediate threat to the health and safety of others or if the pet is being treated in an inhumane manner. In such cases the provisions in paragraph U of the Pet Ownership Rules shall apply.

D. Lease Enforcement and Termination of Tenancy

Violations of this Policy will be considered a violation of a material term of the dwelling lease. The PHA will take all appropriate lease enforcement actions up to and including termination of the resident's dwelling lease as a result any Policy violations.

Grievance procedures that apply to other termination and eviction actions shall apply to violations of this Policy.

CUSTODIAN AGREEMENT FOR CARE OF PET

In accordance with the Pet Ownership Policy of the Housing Authority of the City of Lumberton and the Addendum to the Residential Dwelling Lease Agreement dated _____ between:

Housing Authority of the City of Lumberton
407 North Sycamore St
Lumberton, NC 28358

and, _____ (Resident's Name)
_____ (Resident's Address)

I hereby agree that should _____ become incapable of caring for _____ (*name of pet*) a _____ (*type of pet*) for any reason whatsoever, I will assume full responsibility for removal of the pet from PHA property and for the care and well-being of the pet.

The pet shall not be permitted to return to PHA property until approval is given by the Housing Authority of the City of Lumberton.

A copy of the Addendum to the Residential Dwelling Lease Agreement is attached.

Custodian Printed Name

Signature of Custodian Accepting Responsibility

Custodian's Address

Telephone Number

Sworn and subscribed before me this _____ day of _____, _____.

Notary of Public

My Commission expires: _____

PET OWNERSHIP POLICY ADDENDUM

I have read and understand the above Pet Ownership Rules and agree to abide by them.

Pet Information:

Type of Animal and Breed

Name of Pet

Description of Pet (color, size, weight, sex,
etc.)

Proof of Rabies Vaccination ☐ Yes ☐ No

Proof of Spay/Neuter ☐ Yes ☐ No

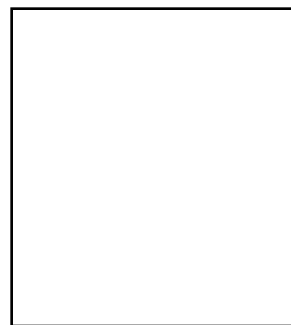


Photo of Pet

Date Received

The alternate custodian for my pet is:

Custodian's Address

Custodian's Signature Accepting Responsibility

Custodian's First, Middle, Last Name

Custodian's Telephone Number

Date

Deposit:

Refundable Pet Deposit: \$ _____

Non-refundable Pet Fee: \$ _____

Date

Date

Resident's Signature

Date

PHA Staff Member's Signature

Date